



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

वीरवार, 30 जून, 2022 / 09 आषाढ़, 1944

हिमाचल प्रदेश सरकार

LABOUR AND EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla, the 29th May, 2022

No. Shram (A) 3-8/2021 (Awards) L.C.— In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act, 1947, the Governor, Himachal Pradesh is pleased to order the

publication of awards of the following cases announced by the Presiding Officer, Labour Court Shimla on the website of the Department of Labour & Employment, Government of Himachal Pradesh:—

Sl. No.	Case No.	Petitioner	Respondent	Date of Award/ Order
1.	Ref. 65/2017	Sh. Jai Krishan	M/s Dainik Bahaskar D.B. Corp. Ltd.	06-04-2022
2.	Ref. 166/2018	Sh. Vinod Sharma	Principal Govt. PG College Solan.	07-04-2022
3.	Ref. 115/2017	Sh. Sanjay Kumar	Sara Textile Mills Ltd.	07-04-2022
4.	Ref. 65/2015	Sh. Sanjay Kumar	M/s N.C.S. Nahan & Anr.	07-04-2022
5.	Ref. 184/2018	Sh. Debabrata Nayak	M/s Shivom Costpin Ltd.	07-04-2022
6.	App. 09/2018	Sh. Manoj Kumar Nayak	M/s Shivom Costpin Ltd.	07-04-2022
7.	Ref. 162/2018	Sh. Reena Kumari	M/s Sirmaur Rugs & Ors.	08-04-2022
8.	Ref. 159/2018	Sh. Dharam Singh	Hotel Marigold Sarovar Partico, Shimla.	25-04-2022
9.	Ref.160/2018	Sh. Kham Raj	Hotel Marigold Sarovar Partico, Shimla.	25-04-2022
10.	Ref. 70/2010	Sh. Devinder Thakur	A.P. Securities (P) Ltd	26-04-2022
11.	Ref. 12/2022	Sh. Shiv Kumar	V/s M/s Swan Aluminium (P) Ltd.	26-04-2022
12.	Ref. 13/2022	Sh. Ankaj Kumar	V/s M/s Swan Aluminium (P) Ltd.	26-04-2022
13.	Ref. 14/2022	Sh. Prem Chand	V/s M/s Swan Aluminums (P) Ltd.	26-04-2022
14.	Ref. 15/2022	Sh. Lekh Raj	V/s M/s Swan Aluminums (P) Ltd.	26-04-2022
15.	Ref. 16/2022	Sh. Heera Lal	V/s M/s Swan Aluminums (P) Ltd.	26-04-2022
16.	Ref. 157/2021	Sh. Ravi Kumar.	M/s Swan Aluminums (P) Ltd.	26-04-2022
17.	Ref. 158/2021	Sh. Lok Raj	V/s M/s Swan Aluminums (P) Ltd.	26-04-2022
18.	Ref. 159/2021	Sh. Rajinder Singh	V/s M/s Swan Aluminums (P) Ltd.	26-04-2022
19.	Ref. 259/2021	Sh. Kailash Kumar	V/s M/s Swan Aluminums (P) Ltd.	26-04-2022
20.	Ref. 260/2021	Sh. Hem Raj	V/s M/s Swan Aluminums (P) Ltd.	26-04-2022
21.	Ref. 261/2021	Sh. Shiv Charan.	V/s M/s Swan Aluminums (P) Ltd.	26-04-2022
22.	Ref. 262/2021	Sh. Sharwan Kumar	V/s M/s Swan Aluminums (P) Ltd.	26-04-2022
23.	Ref. 263/2021	Sh. Dilu Mohamad	V/s M/s Swan Aluminums (P) Ltd.	26-04-2022
24.	Ref. 264/2021	Sh. Raj Kumar	V/s M/s Swan Aluminums (P) Ltd.	26-04-2022

25.	Ref. 265/2021	Sh. Mintu Kumar	V/s M/s Swan Aluminums (P) Ltd.	26-04-2022
26.	Ref. 266/2021	Sh. Kaldham Singh	V/s M/s Swan Aluminums (P) Ltd.	26-04-2022
27.	Ref. 267/2021	Sh. Pushvinder Singh	V/s M/s Swan Aluminums (P) Ltd.	26-04-2022
28.	Ref. 268/2021	Sh. Chaman Lal	V/s M/s Swan Aluminums (P) Ltd.	26-04-2022
29.	Ref. 269/2021	Sh. Vikas	V/s M/s Swan Aluminums (P) Ltd.	26-04-2022
30.	Ref. 270/2021	Sh. Som Dutt	V/s M/s Swan Aluminums (P) Ltd.	26-04-2022
31.	Ref. 08/2018	Workers Union	M/s Hindustan Uniliver Ltd.	28-04-2022

By order,

R. D. DHIMAN,
Addl. Chief Secretary (Lab. & Emp.).

Jai Kishan Vs. M/s Dainik Bhaskar, D.B Corporation

Reference no. 65 of 2017

6-4-2022

Present: Petitioner with Ms. Shalini Tegta, Advocate.
Shri Virender Chauhan, Advocate vice csl. For respondent.

The present reference has been received from the Labour-cum-Conciliation Officer, Shimla zone for its final adjudication vide notification No: LO/Lab/ID/Mahithia/16-118 dated Feb., 2017 which reads as under:

“Whether the action of the employers M/s Dainik Bhaskar, D.B Corporation Ltd., Regional Office, Plot No. 11-12, Sector-25-D Chandigarh and M/s Dainik Bhaskar Malbrow House near DPRO Office Chotta Shimla, H.P. for not paying claim of arrears amounting to Rs. 12,10,787/- (Rs. Twelve Lakh Ten Thousand Seven hundred Eighty Seven only) to shri Jai Kishan s/o Shri Sudama Ram, r/o Thakur Niwas, Cemetary Gate, Sanjauli, Shimla-6 as difference of wages actually drawn and due as per the recommendations of Majithia Wage Boards (copy of claim enclosed) constituted under section 9 & 13 (C) of the Working Journalists and Other Newspaper Employees (Condition of Service and Miscellaneous Provisions Act, 1955) is legal and justified? If yes, to what amount of relief/arrear, along-with interest etc. the aggrieved employee is entitled to from the above employers/management?”

2. To the fore, statement of claim as per the provisions of section 17 Z(2) of the Working Journalists and other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1959 has been filed by the petitioner whereby the petitioner has prayed that the respondents be directed to release the revised amount amounting to ₹ 13,42,772/- along-with upto date interest @

24 % and with the cost of present proceedings since November, 2011 to August 2017 and till the realization of the amount in full.

3. The respondent has contested the claim petition by filing written reply and prayed for the dismissal of the claim petition.

4. By filing rejoinder, the petitioner reiterated the averments of the claim petition.

5. Thereafter, vide order dated 26-6-2018, on the pleadings of the parties, the following issues were struck off by my Ld. Predecessor:

1. **Whether the action of the employer/respondent for not paying claim of arrears amounting to Rs. 12,10,787/- to petitioner as difference of wages actually drawn and due as per recommendations of the Majithia Wage Boards constituted under section 9 & 13 (C) of the Working Journalists and Other Newspaper Employees (Condition of Service and Miscellaneous Provisions Act, 1955) is illegal and unjustified as alleged?** . . .*OPP.*
2. **If issue No. 1 is proved in affirmative, to what amount of relief/arrear, along-with interest etc., the petitioner is entitled to?** . . .*OPP.*
3. Relief.

6. For the reasons to be recorded hereinafter, while discussing the aforesaid issues, my findings on the aforesaid issues are as follows:

Issue No. 1 : Redundant.

Issue No. : Redundant

Relief : Reference answered in negative per operative part of award/order.

REASONS FOR FINDINGS

Issues No. 1 & 2 :

7. Being interlinked and inter-connected both these points are taken up together for discussion and decision.

8. After framing of issues, the petitioner was directed to produce his entire evidence and subsequently the petitioner closed his evidence on 16-2-2021 and thereafter the case was being listed for the evidence of the respondent.

9. Today, the case was listed for the evidence of the respondent but the petitioner who is present in the Court has stated at bar that he is not interested to pursue further with the claim petition filed by him in pursuance to the reference petition received from the Labour-cum-Conciliation Officer, Shimla. The petitioner has also stated that since he do not press the claim petition preferred by him to the reference petition received from the Labour-cum-Conciliation Officer, Shimla, the same may kindly be decided accordingly. The statement made by the petitioner has been recorded separately and has been read over and explained to him. He is also apprized to the fact that the present reference has been received from the Labour-cum-Conciliation Officer and

it is not necessary for him to make such statement. The petitioner was also afforded reasonable time to ponder over his statement to this effect. However, the petitioner is still ready and willing not to pursue further with the present reference/claim petition received from the Labour-cum-Conciliation Officer, Shimla.

10. Since, the petitioner is not interested to pursue his claim petition, hence, I am left with no other alternative but to answer the aforesaid issues against the petitioner and in favour of the respondent.

Relief :

11. As a sequel to my findings on aforesaid issues, the reference is ordered to be disposed off accordingly. The statement of petitioner shall form part and parcel of this award/order. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

**Announced:
6-4-2022.**

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

**IN THE COURT OF SHRI RAJESH TOMAR PRESIDING JUDGE, H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 166 of 2018

Instituted on : 1-6-2019

Decided on : 7-4-2022

Vinod Sharma s/o Shri Shiv Charan Sharma, r/o Village Kathog, P.O. Salogra, Tehsil & District Solan, H.P. Petitioner

Versus

The Principal Government, P.G. College Solan, Himachal Pradesh . . . Respondent.

Reference under Section 10 of the Industrial Disputes Act, 1947

For Petitioner : Shri Ajay Sipahiya, Advocate.

For Respondent : Shri D. K. Sharma, Advocate.

AWARD

The following reference petition has been, received from the Appropriate Government for final adjudication:

“Whether verbal termination of the services of Shri Vinod Sharma s/o Shri Shiv Charan Sharma, r/o Village Kathog, P.O. Salogra, Tehsil & District Solan, H.P. by The Principal Government, P.G. College Solan, Himachal Pradesh *w.e.f.* 14-7-2017 without serving notice, without holding any domestic enquiry and without complying with the provisions of the Industrial Disputes Act, 1947 whereas new person has been engaged by the above employer, is legal and justified? If not what amount of back wages, seniority, past service benefits and amount of compensation the above aggrieved ex-worker is entitled to from the above employers?”

2. Shri Vinod Kumar s/o Shri Shiv Charan Sharma (hereinafter to be referred as the petitioner) has preferred the claim petition to the reference received under section 10 of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act) against the Principal Government, PG College Solan (hereinafter to be referred as the respondent).

3. Material facts for necessary for the disposal of the present reference as averred in the statement of claim are thus that the petitioner was employed as Chowkidar *w.e.f.* 8-5-2007 by the respondent and was discharging his duties with full diligence till 14-7-2017 and he was being paid wages ₹ 6510/- per month. He was not allowed any kind of holiday or leave. During his tenure, the petitioner was made to work from 6.00 PM (evening) to 9.00 AM (morning) and was never paid any over time. The petitioner remained in the employment of the respondent for more than ten years. The petitioner had approached the Labour Officer for his reinstatement in service from the date of his illegal oral termination on 14-7-2017 with all consequential benefits. The conciliation was failed. Though, the parties were called for conciliation but the dispute was not settled, hence, the Labour Officer, Solan referred the matter to this Court. The petitioner has rendered his service with the respondent from 8-5-2007 to 14-7-2017 for more than ten years. The services of the petitioner were terminated orally by the respondent which is arbitrary, illegal and unconstitutional without assigning any reason and without serving any chargesheet and without holding any enquiry. The respondent has thus illegally terminated the services of the petitioner who had rendered about ten years of service. The verbal termination is illegal without following the procedure of law laid down for retrenchment and termination. The respondent with malafide intention and just to harass and victimize the petitioner has verbally termination his services. The respondent mislead before the Labour Inspector by presenting that a Hostel inmate eloped from the Hostel on 8-7-2017 without intimating the Warden or the Principal. It has also been wrongly presented that the petitioner did not informed the Warden or the Principal. The respondent had appointed a regular person as Peon-cum-Chowkidar as per the order of Dy. Director, Higher Education Solan *vide* office order dated 10-7-2017, after the illegal termination of the petitioner. The respondent has indulged in an act of unfair labour practice as the termination of the services of the petitioner is brought about by way of victimization as the termination has been done with patently false reason without following the provisions of the law. The petitioner is a workman under the provisions of the Act. The respondent with intend to dispense with the services of the petitioner illegally termination his services. The verbal illegal termination dated 14-7-2017 of the was in fact retrenchment and that his services have been terminated in violation of the provisions of section 25-F of the Act. In the footnote of the claim petition, the following prayer clause has been appended:

“It is therefore prayed that the wrong, illegal, unlawful, null and void termination/retrenchment of the petitioner/workman made verbally on 14-7-2017 by the respondent/employer may kindly be set aside and the petitioner may please be reinstated including full back-wages, seniority, continuity of service and with other incidental/consequential service benefits including due amount with exemplary costs for the unwarranted harassment of the petitioner/workman without any fault on his part and interest @ 18% per annum from the date of his illegal termination *w.e.f.*

14-7-2017 till its realization may kindly be awarded and passed in favour of the petitioner/workman and against the respondent/employer with costs of this claim petition”.

4. The lis was resisted and contested by the respondent by filing written reply wherein preliminary objections that the claim petitioner is neither competent nor maintainable, not approached the Court with clean hands, concealment of material facts and not completed 240 days in twelve calendar months as required under section 25-F of the Act.

5. On merits, it is submitted that the petitioner was engaged on temporary basis on 8-5-2007 by the respondent to do the work of Chowkidar. It has been explained to the petitioner at the time of his indictment that as and when the regular Chowkidar will be posted by the competent authority, his services shall automatically stand came to an end without issuing any notice. The oral terms and conditions as imposed by the respondent has been accepted by the petitioner. There was no regular Chowkidar in the college, hence, the duties of Chowkidar was assigned to the petitioner. It is submitted that the petitioner approached the Labour-cum-Conciliation Office, Solan with demand notice but the conciliation proceedings could not be settled between the parties due to the reason that the respondent had taken the stand that the services of the petitioner were never terminated by the respondent simply for the reason that he was purely engaged on temporary basis with the terms and conditions. It is further submitted that the services of the petitioner were never terminated by the respondent. It is denied that the respondent has wrongly and illegally terminated the services of the petitioner without assigning any reason to him, without serving any chargesheet and without holding any enquiry. There is not violation of any of the provisions of the Act. It is submitted that a Hostel inmate eloped from the Hostel on 8-7-2017 due to the negligent act of the petitioner. It is denied that the act and conduct of the respondent is against the provisions of the Act. It is therefore prayed that the claim petition with reference be dismissed.

6. While filing rejoinder, the petitioner controverted the averments made thereto in the reply and reaffirmed and reiterated those in the statement of claim.

7. On elucidating the pleading of parties, the following issues were struck down by my Learned Predecessor for its final determination *vide* Court order dated 8-8-2019.

1. Whether the termination of the petitioner *w.e.f.* 14.7-7-2017 and that too without holding any departmental enquiry is violative of the provisions of the Industrial Disputes Act as alleged? If so, to what effect? . . .*OPP.*
2. Whether the claim is not maintainable as the petitioner has not approached this Court with clean hands and concealed material facts from this Court as alleged? If so, its effects thereto? . . .*OPR.*

3. Relief

8. Henceforth, parties to the dispute were asked to adduce oral as well as documentary evidence in support of their respective claims or issues so framed.

9. Arguments of the Learned Counsel for the petitioner as well as Learned Counsel for respondent were heard and gone through the case record with minute care, caution circumspection.

10. For the reasons to be recorded hereinafter while discussing the aforesaid issues, my findings on the aforesaid issues are as follows:

Issue No. 1	: Partly Yes.
Issue No. 2	: No.
Relief	: Reference is partly allowed in favour of the petitioner, as per operative part of the Award.

REASONS FOR FINDINGS

Issue No. 1:

11. In order to substantiate its case, the petitioner has examined three PWs.

12. Ms. Suman Gandhi, Superintendent Grade-II, stepped into the witness dock as (PW-1) to depose that the petitioner was appointed as Chowkidar on temporary basis in the month of September, 2007. No leave and holiday register were prepared in respect of the petitioner but Warden used to issue duty certificate, based on which the concerned Clerk used to prepare his salary. The witness has proved on record mandays Chart issued to the petitioner by the Principal (PW-1/A). In cross-examination she admitted that the petitioner had been engaged on temporary basis as and when required. She further admitted that the salary to the petitioner was paid from the fund collected from the students living in the Hostel. The petitioner had been appointed till the appointment of a regular incumbent.

13. Shri Lalit Mohan Thakur (PW-2) has proved on record reply (PW-2/A) and (PW-2/B) filed by the respondent before him. In cross-examination, he admitted that in (PW-2/A), it is not reflected that because of the elopement the services of the petitioner has been dispensed with.

14. Petitioner namely Vinod Sharma appeared into the witness box as (PW-3) and tendered in evidence his affidavit (PW-3/A) wherein he reiterated the same averments as made in the claim petition. He also placed on record letter dated 15-7-2017 mark P-1 and letter dated 10-7-2017 Mark P-2. In cross-examination, he denied that he was appointed on 8-5-2007 purely on temporary basis with an understanding that his services would be dispensed with on the joining of a regular hand. He further denied that he used to avail holidays when the Hostels were closed. He further denied that he used to avail all gazetted holidays. He denied that he had left the job at his own after the regular incumbent had joined. He denied that on 8-7-2017 a girl had eloped from the Hostel and he had failed to inform the Principal about the same.

15. On the other hand, the respondent examined one Shri Pankaj Sood, Senior Assistant as (RW-1), who tendered in evidence his affidavit (RW-1/A), where in reiterated the same averments as made in the reply. He also tendered in evidence authority letter (RW-1/B). In cross-examination, he admitted that the petitioner was working as Chowkidar *w.e.f.* 8-5-2007 to 14-7-2017. He further admitted that the petitioner was working from 6.00 PM to 9.00 AM. He denied that the petitioner was also performing the duties after 10.00 AM. He admitted that no appointment letter was issued to him and the terms and conditions were explained to the petitioner by the then Principal. He further admitted that at the time of working of the petitioner as Chowkidar there was no such vacancy in the office. He also admitted that after the termination of petitioner, one Shri Hakam Chand s/o Shri Gian Chand was engaged by the office of Dy. Director Education, Solan through proper channel. He admitted that neither any notice nor any enquiry was conducted/issued to the petitioner. The retrenchment compensation has also not been paid to him.

16. Shri Ajay Sipahiya, Ld. Counsel for the petitioner has contended with all vehemence that as per the Industrial Employment Standing Orders Act, 1946, Clause (e) a temporary workman

is a workman who has been engaged for work which is of an essentially temporary in nature likely to be finished within a limited period. He contended that the petitioner had worked for more than ten years as Chowkidar with the respondent with excellent past service record relating to work and conduct. The respondent had illegally terminated the services of the petitioner on 14-7-2017 *vide* oral termination order without following the procedure established by law. The said verbal termination order dated 14-7-2017 is totally illegal and against the rights of the petitioner. It is also contended that the petitioner was appointed by an oral order and termination of his services is again effected by an oral order, such appointment/engagement could not be treated as temporary in nature. It is therefore prayed that the claim petition filed by the petitioner may kindly be allowed and the petitioner may kindly be ordered to be reinstated in service with all consequential service benefits including full back-wages.

17. *Per contra*, Shri D. K. Sharma, Ld. Counsel for the respondent strenuously argued that the petitioner was engaged as temporary workman. He was never engaged against the vacant post of Chowkidar. There is no violation of any of the provisions of the Act. The services of the petitioner were engaged purely on temporary basis with terms and conditions that as and when a regular incumbent joins, the services of the petitioner stand automatically terminated without assigning any reasons. It is argued that as per the orders of the Dy. Director Higher Education, Solan one regular employee namely Shri Hakam Chand to joined the services. More so the petitioner himself left the job on his own. It is therefore prayed that the claim petition filed by the petitioner may kindly be dismissed and the reference may kindly be answered in negative.

18. I have given my best anxious considerable thought to the submissions of respective counsel for the parties and also scrutinized the entire case record with minute care, and caution and circumspection.

19. Before, I proceed further, I would like to invite the attention of parties to section 2(s) of the Act which reads as under:

"Section 2(s) of the Act, defines "workman" as under : "Workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical, or supervisory work for hire or reward whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led that dispute, but does not include any such person :

- (i) who is subject to the Air Force Act, 1950, or the Army Act, 1950, or the Navy Act, 1957; or
- (ii) who is employed in the police service or as an officer or other employee of a prison; or
- (iii) who is employed mainly in a managerial or administrative capacity; or :
- (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature"

20. The question whether the petitioner being engaged purely on temporary basis as asserted by the respondent comes within the ambit and scope of "workman" as defined

under section 2(s) of the Act. Similar question came up before Hon'ble Delhi Court in an authority reported as **Kailash Chand Saigal vs. Om Prakash and others 2006 IX AD (Delhi) 158**. The workman was working as a sweeper for half an hour only in the morning. The question was whether an employee working part time for such a short time was a "workman" or not? Hon'ble High Court held the employee to be a "workman" and observed as under :

"4. The Labour Court held that a part time employee was covered by the definition of workman as given in section 2(s) of the Industrial Disputes Act. The emphasis of petitioner has been that a part time employee of the nature of a Sweeper who only used to sweep the office in the morning say for half an hour and half an hour in the evening, could not be covered by section 2(s).

5. The issue of a part time Sweeper had come before this Court in Coal India Ltd. Vs. P.O. Labour Court and Others 2001 III AD (DELHI) 742 where the services of a part time Sweeper who used to get Rs. 10/ per day for the part time work were terminated in the same fashion without assigning any reason. This Court observed as under :

"The Labour Court has relied upon the definition of Section 2(s) of the Industrial Disputes Act, defining the workman and found that according to the said definition a part time employee; will also be a workman as per Section 2(s) of the Act. The Labour Court has also relied upon the judgments reported as State of Workman and others Vs. K.C. Dutta 1967; K. Ramachandran Vs. State of Kerala; Gurudarshan Singh Vs. State of Punjab (1983) (1) SLJ 399 (1) SLJ 399;

Kanubhai Maru Vs. N.K. Desai 1988I LLN 1004 and Yashwant Singh Yadav Vs. State of Rajasthan and Others 1987 LLR 96 to come to a conclusion that the definition of the workman is comprehensive and wide enough to include a part time employee. The Labour Court further found that the parttime employee is covered by the definition; as per Section 2(s) of the Industrial Disputes Act. I am satisfied that the aforesaid finding of the Labour Court regarding the availability of the protection of Section 2 (s) and other cognate sections is legally sustainable and does not call for any interference. In particular I am in respectful agreement with the law laid down in Kanubhai Maru Vs. N. K. Desai 1988 (1) LLN 1004 by the Gujarat High Court where a part time servant doing the work of a sweeper has hold to be a workman and the law laid down in Yashwant Singh Vs. State of Rajasthan and Others 1987 LLR 96 by Rajasthan High Court which held that Section 2(s) of the Industrial Disputes Act covers a part time employee also. It was admitted that the workman was employed since 21st of February, 1983 and worked till 31st of October, 1984 and there was no gap or absence in his duty and he had been continuously employed during the said period. The Labour Court held that having thus worked for more than a year, his services could not be terminated without complying with the mandatory provisions of Section 25(F) of the Industrial Disputes Act."

6. I consider that looking into the definition of section 2(s) and catena of judgments, a part time workman is equally a workman and is entitled for protection available to a full time workman."

21. Similarly, in another authority reported as Simla Devi vs. Presiding Officer & Ors. LLJ 1997 (I) 788, Hon'ble Punjab & Haryana High Court observed in paragraph 4 as under:

"A plain reading of the definition of "workman" does not exclude the part time workmen from the definition "workman". Such exclusion cannot be read into it ipso

facto except if it is expressly provided or implied that no other interpretation is possible, which is not the case in the case in hand. We find support for our view from the observations made by the Supreme Court in Birdhichand Sharma vs. First Civil Judge (1961III LJ86), wherein the Supreme Court in the facts and circumstances of the case, found that the workers even doing the job at their home are still workmen. Thus, we are of the considered view that a part time workman shall fall within the definition of "workman" and the finding returned by the Labour Court that a part-time worker is not a workman, cannot be sustained. We may hasten to add that nothing has been pointed out that on any principle of equity, justice, good conscience or the technical interpretation of the definition of workman that a part time workman cannot be termed as a workman is unknown to the industrial world."

22. In the instant case, the workman/petitioner has been engaged as Chowkidar *w.e.f.* 8-5-2007 on monthly salary of ` 6510/-. It has also not disputed that the petitioner had worked as such *w.e.f.* 8-5-2007 till 14-7-2017 continuously, hence, it is clear that the petitioner had worked for more than 240 working days in each calendar year as such the petitioner comes within the ambit and scope of "workman" and there is no distinction between the full time and part time or temporary employee as per section 2(s) of the Act.

23. Now advertent to the other aspect of the case. It is submitted by Ld. Counsel for the workman that workman has been terminated illegally and unjustifiably by the respondent college without any reason and without payment of any retrenchment compensation. It is submitted that since the termination is illegal and unjustified, the workman may be reinstated with consequential benefits.

24. On the other hand, it is submitted on behalf of the respondent that since the engagement of the petitioner was as stop gap arrangement on temporary basis, hence, on the appointment of regular Chowkidar, as per procedure, the services of the petitioner has automatically come to an end.

25. Admittedly, the petitioner had worked with the respondent College for a period *w.e.f.* 8-5-2007 till 14-7-2017. It is also admitted that before retrenching the services of the petitioner neither any notice nor compensation has been paid to the petitioner as provided under section 25-F of the Act. Therefore, in view of the above discussion, I am satisfied that the workman was terminated illegally and unjustifiably without complying with section 25—F of the Act, which provides as under:

"No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until :

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government for such authority as may be specified by the appropriate Government by notification in the Official Gazette".

26. In view of this provision, no workman employed in any industry, who has been in “continuous service” for not less than one year, can be retrenched by the employer unless he has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired or the workman has been paid in lieu of such notice, wages for the period of notice. The expression “continuous service” has been defined under Section 25-B of the Act, which in its material part reads:

“25B. Definition of continuous service. For the purposes of this Chapter,—

- (1) *a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;*
- (2) *where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—*
 - (a) *for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—*
 - (i) *one hundred and ninety days in the case of a workman employed below ground in a mine; and*
 - (ii) *two hundred and forty days, in any other case....”*

27. Since, the petitioner admittedly has completed more than 240 days during the period of twelve calendar months preceding the date of his retrenchment, his services could not have been terminated unless he was served with one month’s notice and paid the retrenchment compensation as envisaged under Section 25-F of the Act. Admittedly, the provisions of Section 25-F of the Act were not complied with by the respondent. The respondent did not pay the retrenchment compensation to the petitioner, nor had issued any requisite notice to the petitioner. Therefore, the termination of the services of the petitioner without any notice or compensation is in violation of the provisions of section 25-F of the Act.

28. Now, the question is as to what relief, the workman is entitled to? The petitioner in his claim petition has prayed for his reinstatement including full back-wages, seniority and continuity in service with other incidental/consequential service benefits. In the given facts and circumstances of the case, I would like to refer the zimini order dated 19-3-2019 of this Court whereby the petitioner was present in person which reads as under:

19-3-2019

"Present:— Petitioner in person.

Shri D.K Sharma, Ld. csl. For respondent.

The Ld. Counsel for the respondent submits that they are willing to posting the petitioner at same place where the petitioner was earlier working. However, the petitioner does not intend to join the same.

The petitioner insists that he be paid back-wages for the last one year, only then he shall join the post. The petitioner also does not want to join the respondent, the separate statement of the petitioner has been recorded in this behalf.

The Ld. Counsel for the respondent has filed the reply, which is taken on record. Copy has been supplied to the petitioner. Rejoinder, if any, be filed on the next date of hearing. Be listed on 10-5-2019.

Sd/-
Presiding Judge,
Labour Court, Shimla."

29. From the perusal of order dated 19-3-2017, it is crystal clear that the petitioner insists that he be paid back-wages for the last one year, only then he shall join the post. The petitioner also does not want to join the respondent. It is pertinent to mention here that the petitioner vide separate statement stated at bar that he is not willing to work with the respondent. He intends to work at somewhere else. There is no increase in his salary for last one year that is why he does not want to work with the respondent. Considering the fact that the petitioner himself to be not interested to work with the respondent, I deem it proper that reinstatement would not be proper and instead compensation would be a better alternative. Keeping in mind the attendant facts and circumstances of the present case, I deem it proper that compensation of ₹ 80,000/ would be appropriate and would meet the ends of justice. I, accordingly, grant compensation of ₹ 80,000/ (Rupees Eighty Thousand only) to the workman, to be paid by the respondent within a period of sixty days from the announcement of the award, failing which interest at the rate of 9% (nine percent) would be payable by the respondent to the workman. This issue is accordingly, decided in favour of the workman and against the respondent.

Issue No. 2 :

30. In order to prove this issue no specific evidence has been led by the respondent which could go to show as to how the present claim petition is not maintainable especially when the petitioner has filed this claim petition pursuant to the reference made by the appropriate government for its legal adjudication. Moreover, in view of my findings on issue No. 1 above, I find nothing wrong with this petition which is perfectly maintainable. Accordingly, this issue is decided in favour of the petitioner and against the respondent.

Relief :

31. For the foregoing reasons discussed hereinabove supra, the respondent is directed to pay an amount of ₹ 80,000/- (₹ Eighty Thousand only) to the petitioner as lump sum compensation. The amount shall be paid within sixty days from the announcement of award failing which the respondent shall pay interest @ 9% per annum till the realization of the amount. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

32. The reference is answered in the aforesaid terms.

Ordered accordingly.

Announced in the open Court today this 7th day of April, 2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

**IN THE COURT OF SHRI RAJESH TOMAR, PRESIDING JUDGE, H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 115 of 2017

Instituted on : 1-8-2017

Decided on : 7-4-2022

Sanjay Kumar s/o Shri Dev Raj Sharma r/o Village Manner, P.O. Beri Razadyian, Tehsil Sadar District Bilaspur . *Petitioner.*

Versus

M/s Sara Textile Ltd. VPO Bhatia, Tehsil Nalagarh, District Solan, through its Factory Manager . *Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Shri G.D GArg, Advocate.

For the Respondent : Shri Rajiv Sharma, Advocate.

AWARD

The following reference petition has been, received from the Appropriate Government for final adjudication:

“Whether termination of services of Shri Sanjay Kumar s/o Shri Dev Raj Sharma r/o Village Manner, P.O Beri Razadyian, Tehsil Sadar, District Bilaspur w.e.f. 6-8-2016 by the Employer/The Factory Manager, M/s Sara Textile Ltd., VPO Bhatia, Tehsil Nalagarh, District Solan, without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not what relief including reinstatement, amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer?”

2. Shri Sanjay Kumar s/o Shri Dev RaJ Sharma (hereinafter to be referred as the petitioner) has preferred the claim petition to the reference received under section 10 of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act) against the Factory Manager, Sara Textile Ltd. (hereinafter to be referred as the respondent).

3. Material facts for necessary for the disposal of the present reference as averred in the statement of claim are thus that the petitioner was appointed as a Quality Supervisor (Dyeing Department) on gross salary of ₹ 13000/- per month and accordingly the petitioner had joined and working on the said post since 14-4-2014. The respondent *vide* letter dated 1-11-2014, ordered to confirm the services of the petitioner *w.e.f.* 14-4-2014. The petitioner was held eligible for all benefits as a confirmed employee. The services of the petitioner have been orally retrenched by the respondent on 6-8-2016 without complying the provisions of the Act. Neither any notice of termination was issued nor any compensation was paid to the petitioner. The services of the petitioner were continuous for the purpose of section 25-B of the Act and he worked for more than 240 days in each calendar year. It is also averred that the petitioner was illegally stopped from working on one pretext of the other. The respondent intend to given undue favour to their favorite

by making appointment in place of the petitioner as such the petitioner has been compelled to left the job by making false allegations of abusing and threatening. The petitioner had also lodged complaint against the respondent and one other worker with the Police where both of them have compromised vide compromise dated 17-9-2016 arrived between them. The respondent after terminating the services of the petitioner *w.e.f.* 6-8-2016, with a view to save their skin, issued charge sheet dated 5-10-2016 against the petitioner alleging therein that the petitioner is absent from duty *w.e.f.* 6-8-2016. The respondent had not allowed the annual increments to the petitioner for which he is entitled to from April, 2015. The petitioner was also not paid any bonus with leave encashment. The petitioner belongs to a poor family and it has become very difficult for him to support himself and his family. Feeling aggrieved and dissatisfied by the illegal retrenchment, the petitioner issued a demand notice to which the conciliation proceedings were initiated but failed and the matter has been referred to this Court for legal adjudication. In the footnote of the claim petition, the following prayer clause has been appended:

“It is therefore most respectfully prayed that this Hon’ble Tribunal be pleased to answer the reference in favour of the petitioner/workman holding the oral termination/retrenchment of the petitioner to be wholly illegal, improper, unjustified and null and void and direct the respondent to re-engage the petitioner on the same post and allow to the petitioner all consequential benefits of seniority and back-wages with interest @ 12 % per annum and further direct the respondent to pay the arrears of annual increments *w.e.f.* April, 2015 onwards and yearly bonus since the date of his joining the service”.

4. The lis was resisted and contested by the respondent by filing written reply wherein preliminary objections regarding maintainability, duty assigned to the petitioner by the respondent was purely supervisory in nature and he is not a workman as defined under section 2(s) of the Act. The demand notice over which the present reference has been made to this Court by the Joint Labour Commissioner is not legal. The petitioner has not come to the Court with clean hands and he has disguised the material facts from this Court as the petitioner has concocted a false story. The petitioner is gainfully employed. On merits, it is contended that the petitioner was absented from his place of work without any sanctioned leave and reporting at the place of work. The petitioner submitted a demand notice on false and frivolous grounds that his increments have not been released and during conciliation proceedings the respondent filed reply to the demand notice. As per the understating dated 17-9-2016, the petitioner will join duties but he has failed to do the same. Thereafter, the respondent left with no other option but to issue chargesheet which has been sent through registered post. No reply to the chargesheet has been filed which raises presumption that the charges have been admitted. The petitioner was also issued termination letter dated 28-10-2016 through registered post on his residential address. All dues are paid fully and finally. There was no employee employer relationship between the parties but the relationships were that of master and servant and in that case if the employee seeks aggrieved for redressal of grievances, is to approach the Civil Court by filing a suit for damages. The increment in the salary is not a lien of the employee but it is prerogative of employer to give increment or not keeping in view the performance of employee. It is therefore prayed that the claim petition may be dismissed.

5. While filing rejoinder, the petitioner controverted the averments made thereto in the reply and reaffirmed and reiterated those in the statement of claim.

6. On elucidating the pleading of parties, the following issues were struck down by my Learned Predecessor for its final determination vide Court order dated 30-8-2018 :

1. Whether the termination of the petitioner by the respondent *w.e.f.* 6-8-2016 without complying with the provisions of the Industrial Disputes Act, 1947 is illegal and unjustified? . . .OPP.

2. If issue No. 1 is proved in affirmative to what relief of service benefits the petitioner is entitled to? . . .*OPP*.
3. Whether the claim petition is not maintainable as alleged? . . .*OPR*.
4. Whether the petitioner is not a workman as alleged? . . .*OPR*.
5. Relief

7. Henceforth, parties to the dispute were asked to adduce oral as well as documentary evidence in support of their respective claims or issues so framed.

8. Arguments of the Learned Counsel for the petitioner as well as Learned Counsel for respondent were heard and gone through the case record with minute care, caution circumspection.

9. For the reasons to be recorded hereinafter while discussing the aforesaid issues, my findings on the aforesaid issues are as follows:

Issue No. 1	: Yes
Issue No. 2	: Entitled to reinstatement in service with seniority and continuity but without back wages.
Issue No. 3	: No.
Issue No. 4	: No.
Relief	: Reference is partly allowed, as per operative part of the Award.

REASONS FOR FINDINGS

Issues No. 1, 2 & 4 :

10. Being interlinked and inter-connected all these issues are taken up together for discussion and decision.

11. In order to substantiate his case, the petitioner namely Shri Sanjay Kumar, appeared into the witness box as (PW-1) and tendered in evidence his sworn in affidavit (PW-1/A) wherein he reiterated almost all the averments as stated in the claim petition. In cross-examination he admitted that he was appointed as Quality Supervisor on 14-4-2014 *vide* letter of appointment (R/1). He further admitted that the terms and conditions of the appointment letter bears his signatures and they had been agreed to by him. He denied that he had absented from his work. He further denied that a letter was sent by the respondent to him to resume work. He admitted that chargesheet was sent to him by the respondent. He volunteered that the action was taken after he had approached the Labour Authorities.

12. The petitioner has also examined one Surinder Singh Bindra, Senior Manager HR and Administration of respondent company as (PW-2). He stated that the petitioner was confirmed on 1-11-2014 *vide* letter (P/1). He admitted that no notice was given to the petitioner regarding termination on 6-8-2016. He further admitted that no notice regarding unauthorized absence was issued to the petitioner. In cross-examination he admitted that on 5-10-2016, they had issued a chargesheet to the petitioner *vide* (R/3).

13. PW-3 Shri Shyam Lal, SHO PS Nalagarh has stated that there is no record available in the Police Station regarding the compromise affecting the petitioner and the respondent management and there is no rapat roznamcha or FIR entered/registered in the police Station worth in the name of the parties.

14. On the other hand, the respondent examined one Shri Rajesh Thakur, Senior Manager HR as (RW-1), who tendered in evidence his affidavit (RW-1/A) wherein reiterated the same averments as made in the reply. In cross-examination, he admitted that the petitioner was appointed as Quality Supervisor on monthly salary of ₹13,000/- with the respondent management since 16-4-2014. He further admitted that the petitioner was the confirmed employee of the company. He denied that the services of the petitioner have been orally terminated by the respondent on 6-8-2016. He admitted that the petitioner was not given any notice of termination and compensation. He denied that the petitioner was terminated from services without complying with the provisions of the Industrial Disputes Act.

15. At the very out-set Shri G.D Garg, Ld. Counsel for the petitioner has contended with all vehemence that the petitioner had worked with the respondent with full honesty, dedication and to the entire satisfaction of his superiors but his services have been orally terminated by the respondent *w.e.f.* 6-8-2016 without complying with the provisions of the Act. Neither the petitioner has been served with any kind of notice nor retrenchment compensation was paid to him. The oral termination order of the services of the petitioner is illegal and unlawful. The petitioner has completed 240 days in each calendar year. He further argued that the petitioner was performing the duties manually, hence, he falls within the definition of “workman” as prescribed under section 2(s) of the Act. It is therefore prayed that the petitioner may kindly be ordered to be reinstated in service with all consequential service benefits including full back-wages.

16. *Per contra*, Shri Rajiv Sharma, Ld. Counsel for the respondent has strenuously argued that since the petitioner remained willful absent from work without getting sanctioned any leave, hence a chargesheet was issued to the petitioner which was not replied by him and as such his services were terminated. He further argued that since the petitioner was appointed as Quality Supervisor, hence, he does not fall within the ambit of “workman” as prescribed under the Act.

17. I have given my best anxious considerable thought to the submissions of respective counsel for the parties and also scrutinized the entire case record with minute care, and caution and circumspection.

18. It is an admitted position on record that the petitioner was engaged in the employment of the respondent since 14-4-2014. It is also admitted case of the parties that the services of the petitioner were confirmed *vide* letter dated 1-11-2014. The petitioner continued to work with the respondent for continuous period of 240 working days in each calendar year.

19. Without lamenting much on the merits of the case, I deem it appropriate to understand the meaning of industrial dispute, as prescribed under section 2(k) of the Act, which reads as under:

“Industrial dispute” means any dispute or difference between employers and employers or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person.”

20. Now, I proceed further to understand the meaning of “workman” as defined under clause (s) of Section 2 of the Act which reads thus:

"Workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person--

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a prison; or
- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding ten thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature."

21. Henceforth, the expression "any person" in section 2(k) of the Act must be read subject to limitation and qualifications, the two crucial limitations are (1) the dispute must be a real dispute between the parties to the dispute so as to be capable of settlement or adjudication by one party to the dispute giving necessary relief to the other and the person regarding whom the dispute is raised must be one in whose employment, non-employment, terms of employment or conditions of labour, the parties to the dispute have a direct or substantial interest.

22. The first and foremost question which arises for consideration as per the contention raised at the bar is whether the petitioner was an employee of respondent or fall within the definition of workman or not? As per the averments made thereto by the respondent, the petitioner was working in the capacity of Quality Supervisor for all intents and purposes and had been performing the duties which were supervisory in nature, therefore, he does not fall within the definition of "workman". It is a matter of common parlance that it is now well settled that the burden of proof is on the workman to establish the employee and employer relationship. The Hon'ble Apex Court in case titled as **Workmen of Nilgiri Coop. Mkt. society Ltd. Vs. State of Tamilnadu and Ors. 2004 (3) SCC 514**, has held that it is a well settled principle of law that the person who sets up a plea of existence of relationship of employer and employee burden would be upon him. It was further held that where a person asserts that he was a workman of the company and it is denied by the company, it is for him to prove the fact. It is not for the company to prove that he was not an employee of the company but of some other person".

23. In the case in hand, it is admitted fact on record that the petitioner had joined as employee/workman in the capacity of Quality Supervisor with the respondent company on 14-4-2014 and had worked continuously till the date of his termination of his services *i.e.* on 6-8-2016. According to the petitioner, he had been discharging his duties with sincerity and honesty being a workman of the respondent company. On the other hand, it is submitted that the petitioner was performing his duties which were supervisory in nature. In order to prove the job profile of the petitioner being supervisory in nature, the respondent company has examined its Manager, HR as (RW-1), who has placed no iota of evidence on record which could go to show that the petitioner was authorized to take decisions at his own level. If for the sake of arguments, it is assumed that the petitioner had been working as Quality Supervisor then by mere providing designation as

Supervisor unless, until it is proved satisfactorily on record by leading cogent and clinching evidence that the petitioner had been actually and factually exercising the powers in supervisory/managerial/administrative capacity.

24. Undoubtedly, it is the duty of the petitioner to prove that he was an employee of the respondent company which he has satisfactorily proved that he had worked as such from 14-4-2014 to 6-8-2016. Now, the burden shifts on the respondent to prove that the petitioner does not fall within the ambit and scope of “workman”.

25. It is settled law that the plea raised from the side of respondent goes away in the absence of any cogent evidence on record. There is no second opinion in the law framed by the Superior Courts. It is a matter of common parlance that every case has its own peculiar facts and circumstance. Simple on the terms that the petitioner was designated as Quality Supervisor in the absence of proving any of his job or responsibility in the capacity of supervisory, managerial and administrative in nature, the respondent cannot be absolved of its duty to prove that the petitioner does not fall within the definition of “workman”. Keeping in view the all attendant facts and circumstances of the present case, I have no hesitation in coming to the conclusion that the petitioner falls within the ambit of “workman”.

26. The next question which comes to the fore for determination is whether the petitioner has been discharged or he himself abandoned the job.

27. Verily, it is a matter of common parlance that the abandonment has to be proved by the employer like any other misconduct. Merely on the pretext that the workman has failed to report for discharging his duties, it cannot be presumed that the petitioner either left the job or abandoned the same. Simply because a workman fails to report for duty, it cannot be presumed that he has left/abandoned the job. There is neither any oral or documentary evidence on record on the part of the respondent to show that any show cause notice was served upon the petitioner calling upon him to join his duties. Absence from duty is a serious misconduct. As such the plea of abandonment put forth by the respondent/employer is not established. It is no longer res-intergra that even in a case of unauthorized absenteeism or to prove abandonment of service on the part of the workman, the management must place on record necessary material/proof to substantiate their plea. The management required to prove that enough efforts were made by it to call upon the petitioner to resume back his duties and the petitioner/claimant has exhibited his clear reluctance for resuming back his duty.

28. *Verily*, I would like to refer to the judgment rendered by the Hon’ble Apex Court in case titled as **G. T. Lad vs. Chemicals and Fibres of India 1979 (1) SCC 590** that to constitute abandonment there must be total or complete giving up of duties so as to indicate an intention not to resume the same. Thus, whether there has been a voluntary abandonment of service or not is a question of fact which has to be determined in the light of the surrounding circumstances of each case. It must be total and under such circumstances as clearly to indicate an absolute relinquishment. The intention may be inferred from the acts and conduct of the party.

29. It has further been held by the Hon’ble Apex Court in **M/s Scooters India Ltd. Vs. M. Mohammad Yaqub 2011 (1) SCC 61** that: “When a workman fails to report for duties, the management cannot presume that the workman has left the job despite being called upon to report failing which his name will be removed from the rolls.” It was further held that: “The principles of natural justice were required to be followed by giving opportunity to the workman. *Para 12 is relevant and is reproduced as under:*

“The question which then arises is whether the principles of natural justice were followed in this case. As has been set out herein above Mr. Swroop had submitted that

the workman had been given an opportunity to join the duty and that he did not join duty even though repeatedly called upon to do so. It is contended that principles of natural justice have been complied with in this case. However, the material on record indicates otherwise. The Labour Court in its award sets out and accepts the respondent's case that he had not been allowed to join duty. The respondent has given evidence that even though he personally met Chief Personnel Officer, he was still not allowed to enter the premises. The evidence is that inspite of slip Ex. W.2, he was prevented from joining duty when he attempted to join duty. The slip Ex. W.2 had been signed by the Security Inspector of the appellant. This showed that the respondent had reported for work. As against this evidence, the appellant has not led any evidence to show that the workman had not report for duty. Even, though the slip Ex. W.2 had been proved by the workman, the Security Inspector, one Mr. Shukla was not examined by the appellant. Further the evidence of the senior Time Keeper of the appellant established that the appellant had worked for more than 240 days within period of 12 calendar months immediately preceding the date of termination of service. This was proved by a joint inspector report, which was marked as Ext. 45/A. It was on the basis of this material and the evidence that the Labour Court came to the conclusion that there was retrenchment without flowing the provisions of law. As the workman was not allowed to join duty, Standing Orders 9.3.12 could not have been used for terminating his services."

30. Therefore, keeping in view the law laid down by the Hon'ble Apex Court (*Supra*) and keeping in view the attendant facts and circumstances of the present case, I have no hesitation in coming to the conclusion that the respondent has failed to prove on record that the petitioner had himself abandoned his job and he was afforded reasonable opportunities of being heard rather his services were terminated by the respondent on the ground of alleged abandonment.

31. The Ld. Counsel for the petitioner has contended that the petitioner had worked continuously for six years and had completed more than 240 days in each calendar year. Section 25-B of the Act defines "continuous service". In terms of Sub-Section (2) of Section 25-B, if a workman during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer 240 days within a period of one year, he will be deemed to be in continuous service. The burden of proof is on the petitioner to show that he had worked for 240 days in the preceding twelve calendar months prior to his alleged retrenchment. The law on this issue is well settled. In case titled as *R.M. Yellatty vs. Assistant Executive Engineer, (2006) 1 SCC 106*, it has been laid by the Hon'ble Supreme Court that the burden of proof is on the claimant to show that he had worked for 240 days in a given year.

32. Applying the principles laid down in the above case by the Hon'ble Supreme Court, the evidence produced has to be looked into. It is an admitted case that the petitioner had worked *w.e.f.* 14-4-2014 till 6-8-2016 with the respondent company and had completed 240 working days in each calendar year. Therefore, it stand proved on record that the workman/petitioner had worked for the required 240 days of working in the period of twelve calendar months preceding the date of dismissal, he is entitled to take the benefits of the provisions of Section 25-F of the Act. Therefore, the provisions of Section 25-F of the Act are attracted in this case. It is also admitted that before retrenching the services of the petitioner neither any notice nor compensation has been paid to the petitioner as provided under section 25-F of the Act. Therefore, in view of the above discussion, I am satisfied that the workman was terminated illegally and unjustifiably without complying with section 25 F of the Act, which provides as under:

"No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until :

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government for such authority as may be specified by the appropriate Government by notification in the Official Gazette".

33. Thus, the provisions of section 25-F of the Act couched in mandatory form and non-compliance therewith has the result of rendering the order of retrenchment. Admittedly, in the instant case, the respondent has failed to comply with the provisions of section 25-F of the Act which are mandatory in nature before terminating the services of workman who has completed 240 working days in a calendar year. The notice terminating the services of the petitioner dated 28-10-2016 (R-2) and the issuance of chargesheet dated 5-10-2016 (R-3) are not at all in conformity with section 25-F of the Act. It is admitted position on record that the petitioner is alleging his oral termination by the respondent on 6-8-2016, thereafter, the chargesheet issued subsequently on 5-10-2016 and termination letter 28-10-2016 can be called into question. The respondent did not pay heed to be aforesaid provisions of law either by issuing notice as prescribed in section 25-F of the Act or by paying compensation.

34. Such being the situation, it can safely be held that the respondent has contravened the provisions of Section 25-F of the Act. The termination of the services of the petitioner is illegal and unjustified. Therefore, in my humble opinion, the termination of the services of the petitioner without complying with the provisions of the Act, is illegal and unjust.

35. For all the aforesaid reasons discussed hereinabove, it is held that the termination of the petitioner was in violation of the provisions of the Industrial Disputes Act, 1947, more particularly section 25-F. The termination is held to be illegal, unlawful and unjustified. As a sequel thereto, the petitioner is ordered to be re-instated forth-with, with seniority and continuity along-with back-wages @ 25%. All these Issues are decided accordingly.

Issue No. 3 :

36. In order to prove this issue no specific evidence has been led by the respondent which could go to show as to show the present claim petition is not maintainable especially when the same is filed in pursuance to the reference made by the appropriate government to this Court for its legal adjudication. Moreover, in view of my findings on issues No. 1, 2 and 4, above, I find nothing wrong with this petition which is perfectly maintainable. Accordingly, this issue is decided in favour of the petitioner and against the respondent.

Relief :

37. As a sequel to my above discussion and findings on issues No. 1 to 4, the claim of the petitioner succeeds and is hereby partly allowed. Resultantly, the respondent company is directed to re-instate the petitioner with seniority and continuity along-with back-wages @ 25% from the date of his illegal termination. The back-wages shall be paid within a period of sixty days from the announcement of this Award otherwise the same shall carry interest @ 9% per annum till its

realization. Let a copy of this award be communicated to the appropriate government for publication in official gazette. File, after completion, be consigned to records.

Ordered accordingly.

Announced in the open Court today this 7th day of April, 2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

**IN THE COURT OF SHRI RAJESH TOMAR, PRESIDING JUDGE, H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 65 of 2015

Instituted on : 14-9-2015

Decided on : 07-04-2022

Sanjay Kumar s/o Shri Shyam Lal, r/o Village & P.O. Balghar, Tehsil Jhanduta, District Bilaspur, H.P. . *Petitioner.*

Versus

1. The Proprietor/Manager, M/s National Logistic, Registered Office 440, Phase-II, Housing Board, Baddi-173205 (Contractor).
2. The Manager, National Corporate Service, c/o Pidilite Industries Ltd. Moginand, Tehsil Nahan, District Sirmaur, H.P. (Contractor).
3. The Factory Manager, M/s Pidilite Industries Ltd. Moginand, Tehsil Nahan, District Sirmaur, H.P. (Principal Employer) . *Respondents.*

Reference under section 10 of the Industrial Disputes Act, 1947

For Petitioner : Shri Narender Sahi, Advocate

For Respondents No 1 & 2 : Shri Prateek Kumar, Advocate

For Respondent No. 3 : Shri Rahul Mahajan, Advocate

AWARD

The following reference petition has been, received from the Appropriate Government *vide* notification dated 31-8-2015, and subsequent corrigendum dated 31-3-2017 under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for legal adjudication:

“Whether the termination of services of Shri Sanjay Kumar s/o Shri Shyam Lal, r/o Village & P.O. Balghar, Tehsil Jhanduta, District Bilaspur, H.P. *w.e.f.* 7-4-2014 by (1)

The Proprietor/Manager, M/s National Logistic, Registered Office 440, Phase-II, Housing Board, Baddi-173205 (Contractor) (2) The Manager, National Corporate Service, c/o Pidilite Industries Ltd. Moginand, Tehsil Nahan, District Sirmour, H.P. (Contractor) (3) The Factory Manager, M/s Pidilite Industries Ltd. Moginand, Tehsil Nahan, District Sirmour, H.P. (Principal Employer) without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what relief of reinstatement, compensation and other service benefits the above aggrieved workman is entitled to from the above employer/management?"

2. In furtherance to the aforesaid reference, the case set out by the petitioner which has been disclosed in the statement of claim are thus that Shri Sanjay Kumar s/o Shri Shyam Lal (hereinafter to be referred as the petitioner) was employed as Assistant Technician on 7-9-2011 by **The Factory Manager, M/s Pidilite Industries Ltd.** (hereinafter to be referred as the respondent No. 3 company) on contract basis through contractor *i.e.* The Manager M/s National Corporate Services (hereinafter to be referred as respondent No. 2) who had been supplying trained workers for annual maintenances, placements and other logistical services in the company located at Kala Amb. No letter of joining was given by the respondent's No. 2 & 3.

3. The contribution towards EPF was deducted *w.e.f.* November 2011 instead of September 2011. The petitioner was appointed by the respondents No. 1 & 2 and his services have been placed with respondent No. 3 *w.e.f.* 1-3-2013 to 28-2-2014 on basic pay of ₹ 5669/- per month which was further extended till 28-2-2015 on the same terms and conditions. The petitioner had applied for withdrawal of the fund from EPF account to make the payment of admission fee of his sister's admission in B.Ed. but his application for withdrawal was cancelled on the ground that EPF amount deposited was less than six months whereas the petitioner had been working with the respondents for the last more than two years. The matter was brought to the notice of Deputy Commissioner, Sirmour at Nahan and on enquiry, EPF amount of workers including the petitioner was deposited in the EPF account. The news was published in daily newspaper "Amar Ujala" and "Divya Himachal". Thereafter, the respondents started harassing the workers including the petitioner and also pressurized them to resign from the job/assignment with a view to get rid of them one by one. The petitioner did not put his signatures on the resignation letter. On 9-4-2014, the respondent had issued show cause notice to the petitioner for his absence without any approval for about thirty eight days. Moreso, one theft case was allegedly registered against the petitioner. Neither disciplinary action was initiated by the respondents against the petitioner nor any chargesheet was issued or received by the petitioner. The issuance of notice for un-authorized absence at belated and false allegations of theft were indicative to discontinue with the services of the petitioner without conducting any enquiry. The petitioner was willing to join his duties with the respondents on 7-4-2004 but he was illegally and in connivance kept outside the gate and did not allowed to resume the same as such his services were terminated by the respondents without complying with the provisions of the Act despite the fact that the petitioner had completed 240 working days in each calendar year. The action of the respondents is illegal and arbitrary and that too without complying with the mandatory provisions of the Act.

4. The following prayer clause has been appended in the footnote of the claim petition.

"Keeping in view of the submissions made hereinabove, it is humbly prayed that the respondents No. 1 & 3 may be directed to re-engage/re-instate the petitioner with effect from 7-4-2014 with all consequential benefits and seniority as his services were terminated illegally by the respondents without complying with the mandatory provisions of the Act."

The lis was resisted and contested by the respondents filing separate written replies to the claim petition filed by the petitioner in terms of the reference made by the appropriate government.

5. The respondent No. 1 *i.e.* M/s National Logistic in its reply has taken preliminary objections qua concealment of material facts, maintainability, guilty of major act of misconduct and the petitioner in gainfully employed. On merits, it is submitted that the respondents No. 1 & 3 have entered into an agreement to provide and engage contract labour and in terms of agreement the petitioner was deputed by respondent No. 1 with respondent No.3 *w.e.f.* 1-3-2013. The petitioner was employed as Assistant Technician Maintenance and repair by the respondent No. 1 for a fixed period of one year which was extended for another year on 1-7-2014. The payment of contribution towards ESI and EPF, payment of wages, marking of attendance, taking disciplinary action and entire control and supervision was of respondent No. 1. The respondent No. 1 was complying with all the labour laws and legislation *vis-à-vis* the petitioner. It is further submitted that before 1-3-2013, the petitioner was an employee of National Corporate Service (respondent No. 2) and he was not employed by respondent No. 3. The petitioner was engaged for specific period, hence, his termination does not fall within the definition of retrenchment. The respondent No. 1 had obtained licence to deploy contract labour and has been duly registered to engage contract labour under the Contract Labour (Regulation & Abolition) Act, 1970. The petitioner remained absent from duty and also snatched ` 50,000/- and documents from Shri K.K Tiwari. The petitioner did not submit any leave application. The respondent No. 1 had made the payment of full & final dues but the petitioner did not receive the same. Since, the petitioner himself failed to join his duties, his name was struck off from the rolls of respondent No. 1. There is no violation of principles of natural justice and fair hearing. The respondent No. 1 prayed for the dismissal of the claim petition.

6. By filing reply, respondent No. 2 (National Corporate Service) raised preliminary objections regarding maintainability, concealment of material facts, not approached this Court with clean hand and the petitioner was engaged for fixed period of employment in terms of section 2(oo) (bb) of the Act. The petitioner failed to report for his duties without intimating and without applying any leave and the services of the petitioner were rightly been dismissed by the respondents. On merits, it is submitted that the petitioner was employed *w.e.f.* 1-3-2013 by respondent No. 1. The petitioner was the employee of respondent No. 1 for all intents and purposes. The appointment letter was issued by respondent No. 1 on 5-4-2014. The petitioner has himself admitted that he was appointed for fixed period in terms of section 2oo bb of the Act on 1-3-2013 by respondent No. 1, who is responsible for making payment of wages, complying with all the labour laws. The pleadings are beyond the terms of reference which cannot be looked into. The respondent No. 2 has the authority under law to deploy the labour. It is denied that the respondents at any point of time pressurized the petitioner to resign from the post. The petitioner has stolen cash and other documents from K. K. Tiwari. The petitioner has flouted the terms and conditions of his appointment letter by remaining willfully absent. The full &* final payment was made to the petitioner as asked by the Labour Officer, Sirmour. The petitioner has himself abandoned his job. There is no violation of the provisions of natural justice. The respondent No. 2 prayed that the claim petition filed by the petitioner may kindly be rejected.

7. The respondent No. 3 *i.e.* M/s Pidilite Industries filed reply wherein preliminary objections *inter-alia* maintainability, concealment of material facts, no relationship of employer and employee, estoppel, the petitioner was deployed by contractors with respondent No. 3 in terms of agreement so executed between the parties as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970. On merits, it is submitted that the petitioner was a contractual worker who had been deployed by respondents No. 1 & 2 with respondent No. 3 in terms of agreement so executed between the parties. Both respondent No. 1 and 2 acquired licence to deploy contract labour and the respondent No. 3 is registered to engage contract labour. The petitioner was employed by the respondent No. 2 on 6-11-2011 till 28-2-2013, thereafter he was engaged by respondent No. 1 to work as Assistant Technician, Maintenance and Repairs and deployed with respondent No. 3. The petitioner was the employee of respondents No. 1 & 2 for all intents and purposes. The petitioner was engaged for fixed period in terms of section 2oo bb of the

Act. The contractors *i.e.* respondents No. 1 & 2 are responsible for making the wages to the petitioner, compliance of labour laws and contributions towards EPF and ESI. The petitioner himself abandoned his job and never turned up to resume his duties. There is no question of having completed 240 days continuous service with the respondents as the services of the petitioner were as per the provisions of section 200(b) of the Act. It is submitted that the petitioner is not entitled to any relief from this Court. The respondent No. 3 also prayed for the dismissal of the claim petition. so made deserves to be answered in negative.

8. While filing rejoinder, the petitioner controverted the averments made thereto in the replies and reaffirmed and reiterated those in the statement of claim.

9. On elucidating the pleading of parties, the following issues were struck down by my Learned Predecessor for its final determination *vide* Court order dated 11-8-2016:

1. Whether the termination of the petitioner *w.e.f.* 7-4-2014 by the respondents without complying with the provisions of the Industrial Disputes Act 1947 is illegal and unjustified as alleged? *..OPP.*
2. If issue No. 1 is proved in affirmative to what relief of service benefits the petitioner is entitled to? *..OPP.*
3. Whether the petition is neither competent nor maintainable as alleged? *..OPRs.*
4. Relief.

10. Henceforth, parties to the dispute were asked to adduce oral as well as documentary evidence in support of their respective claims or issues so framed.

11. I have heard the Learned Counsel for the parties and also gone through the record of the case carefully.

12. For the reasons to be recorded hereinafter while discussing the aforesaid issues, my findings on the aforesaid issues are as follows:

Issue No. 1 :	Yes.
Issue No. 2:	Entitled to reinstatement in services of respondent no.3 (M/s Pidilite Industries Ltd.) with seniority and continuity along-with back-wages @ 25%.
Issue No. 3 :	No.
Relief :	Reference is answered in affirmative, as per operative part of the Award.

REASONS FOR FINDINGS

Issues No. 1 and 2 :

13. Being interlinked and inter-connected both these issues are taken up together for discussion and decision.

14. In order to prove aforesaid issues, the petitioner examined himself as (PW-1) and tendered in evidence his affidavit (PW-1/A) wherein he reiterated almost all the averments as stated in the claim petition. He also tendered in evidence certificate dated 1-7-2013 (PW-1/B), appointment letter (PW-1/C), extension of appointment (PW-1/D), complaint dated 20-9-2013 (PW-1/E), complaint dated 28-4-2014 mark PX and ESI Dispensary slip Mark PX-1. When cross-examined on behalf of respondents, he admitted that he had worked with National Corporate Service from 6-11-2011 to 28-2-2013. He further admitted that he was kept by National Logistic for one year *vide* (PW-1/C) which was further extended by one year *vide* (PW-1/D). He admitted that he was deputed by National Logistic with Pidilite Industry to work as Assistant Technician (Repair and Maintenance). He admitted that prior to 28-2-2013, his wages, EPF and ESI contribution was being paid by NCS and after 1-3-2013, the same were being paid by National Logistic. He denied that on 6-4-2014, he snatched some important documents and the amount of ` 50,000/- from one K.K Tiwari. He admitted that letter (RW-R/1) had been written by National Logistic. He denied that National Logistic had never terminated his services and he had abandoned the job on his own. He admitted to have received the cheque *vide* letter (R-2). He admitted that during the period when he worked with NCS he was under the control and supervision of NCS and when he worked with national Logistic he was being supervised and controlled by National Logistic.

PW-2 Shri Dinesh Kumar Head Constable PS Kala Amb stepped into the witness box and proved the copy of investigation report (PW-2/A). He stated that the record concerning complaint dated 7-4-2014 filed by the National Logistic against Shri Sanjay Kumar is not available at Police Station, Kala Amb.

Shri Krishan Kant Tiwari, Manager, National Logistic appeared into the dock as PW-3 and deposed that he had not brought the summoned record as the petitioner had run away on 6-4-2014 along-with the original record for which National Logistic had lodged a complaint on 7-4-2014 Mark PR-1 at PS Kala Amb. They used to deduct the EPF contribution from the salary of the petitioner. In cross-examination, he admitted that the petitioner worked with the National Logistic for one year and he was the employee of National Logistic.

16. On the other hand, the respondent No.1 has examined one Shri Ved Prakash Pandey, Supervisor as (RW-1), who tendered in evidence his affidavit (RW-1/A) wherein he reiterated almost all the averments as made in the reply filed by respondent No. 1. He also tendered in evidence full and final settlement *vide* letter dated 19-6-2014 Mark RA, copy of cheques Mark RB and RC, statement of Krishan Chand Mark RD, appointment letter Mark RE, extension letter dated 28-2-2014 Mark RF, absentee letter Mark RG, salary sheets Mark RH, payment of wages register mark RJ, abstract of attendance register mark RK and mark RL, payment of wages register Mark RM, agreement Mark RN and Mark RO and copy of complaint Mark RP. In cross-examination, he admitted that the services of the petitioner were extended for 28-2-2015. He further admitted that the petitioner had completed 240 days in a calendar year. He admitted that the petitioner had applied for withdrawal of EPF. He denied that his application was turned down by the respondent and he was not allowed to withdraw the EPF. He admitted that the petitioner had lodged the report in Police Station for his harassment. He admitted that no domestic enquiry was conducted to terminate the services of the petitioner as per the agreement. He volunteered that the petitioner himself abandoned the job. When cross-examined on behalf of respondent No. 3, he admitted that the petitioner was their employee and attendance, wages, EPF and ESI contribution were made by them.

The respondent No. 2 has examined one Shri Shiv Shankar Shukla, Prop. as (RW-12), who tendered in evidence his affidavit (RW-12A) wherein he reiterated almost all the averments as made in the reply filed by respondent No. 2. He also tendered in evidence extract of payment of

wages register Mark R2A and copy of agreement Mark R2B. When cross-examined on behalf of petitioner, he admitted that the petitioner was employed by respondent No. 2 *w.e.f.* 7-9-2011 to 28-2-2013. He further admitted that he was employed by respondent No. 1 *w.e.f.* 1-3-2013 to 28-2-2014 and thereafter extended till 28-2-2015. When cross-examined on behalf of respondent No. 3, he admitted that the attendance, wages, EPF and ESI was maintained and paid by them to the petitioner for the period he worked with them. He admitted that the petitioner was deployed with Pedilite as per agreement executed between them and Pidilite and the petitioner had worked in their supervision and control.

The respondent No. 3 has examined one Shri Rahul Kaushik, Senior Executive HR and Administration as (RW-3), who tendered in evidence his affidavit (RW-3/A) wherein he reiterated almost all the averments as made in the reply filed by respondent No. 3. In cross-examination, he admitted that the petitioner remained employed with the respondent company *w.e.f.* 7-9-2011 to 28-2-2014 and his term was extended till 28-2-2015. He admitted that the petitioner had worked for 240 days in a calendar year. He admitted that no notice had been issued to the petitioner nor conducted any enquiry. He admitted that no notice was issued prior to the termination of the services of the petitioner.

17. At the very out-set, the Ld. Counsel for the petitioner contended with all vehemence that initially the petitioner had been engaged by respondent No. 1 and deputed him with respondent No. 3 and thereafter he was shown to be engaged by respondent No. 2 who also deputed the petitioner with respondent No. 3. The petitioner had been continuously discharging his duties since 7-9-2011 with more than 240 working days in each calendar year and has completed ten years of service with respondent No. 3 but the respondents all of sudden on 7-4-2014 terminated the services of the petitioner in gross violation of the provisions of the Act. The termination of the services of the petitioner on the allegations of abandonment are illegal, arbitrary, unjust and unconstitutional. The action of the respondents in terminating his services is just to harass the petitioner with biased mind which is an unfair labour practice. No notice, chargesheet and retrenchment compensation has been issued/paid by the respondents to petitioner.

18. *Per contra* Shri Prateek Kumar, Ld. Counsel for the respondents No. 1 & 2 strenuously argued that the services of the petitioner were engaged for specific period on contractual basis and deployed him with respondent No. 3. The respondent No. 1 & 2 had obtained licence to deploy contract labour and has been duly registered to engage contract labour under the Contract Labour (Regulation & Abolition) Act, 1970. He further contended that the services of the petitioner were never been terminated rather he himself abandoned the job at his own sweet will.

Shri Rahul Mahajan, Ld. Counsel for the respondent No. 3 also strenuously argued that there exists no relationship of employer and employee between the parties since the petitioner is not the employee of the respondent no.3 rather he was engaged through respondent No. 1 & 2, who deployed the petitioner with respondent company. He further argued that the respondents No. 1 & 2 were paying wages to the petitioner and they were also complying all labour laws in respect of petitioner. Even the contributions towards EPF and ESI were also being deposited by respondents No. 1 & 2, hence there is no question of issuance of show cause notice and conducting domestic enquiry against the petitioner by respondent No. 3.

19. I have given my best anxious considerable thought to the submissions of respective Counsel for the parties and also scrutinized the entire case record with minute care, and caution and circumspection.

20. It is an admitted position on record that the petitioner was appointed as Assistant Technician (Repair and Maintenance) on 7-9-2011 by the respondent No. 3 on contract basis

through contractors *i.e.* respondents No. 1 & 2. According to the respondent No. 3, the respondent No. 2 had been supplying trained workers for annual maintenances, placements and other logistical services in the company. The petitioner had also continued his job in the company. The petitioner was shown to be engaged through contractors *i.e.* respondents No. 1 and later on respondent No. 2. Admittedly, the petitioner had remained engaged to be the employee of the respondents *w.e.f.* 7-9-2011 to 6-4-2014. The petitioner had been issued the fresh appointment letter (PW-1/C) by the respondent No.1 on 24-7-2013. As per the appointment letter he has been appointed for one year and his term shall come to an end on 28-2-2014. However, the petitioner *vide* separate statement on the appointment letter dated 5-4-2014 alleged thereby that certain terms and conditions are not acceptable to him. Hence, his term was further extended for another year till 28-2-2015 *vide* letter dated 28-2-2014 (PW-1/D). The petitioner had lodged a complaint against the respondent for not contributing the provident fund in his account addressing to Deputy Commissioner, Sirmaur *vide* (PW-1/E). The petitioner had also filed one complaint to SHO PS Kala Amb. The petitioner had also approached the N.H.R.C for unfair labour practice and victimization. The SHO, PS Kala Amb has also investigated the matter *vide* investigation report (PW-2/A). As a matter of fact, the petitioner had approached and run from pillar to post for redressal of his grievances to all forms such as Police, NHRC, Labour authorities etc. It is alleged from the side of the respondents that the petitioner had indulged in commission of theft by snatching the documents and cash worth ₹ 50,000/- from one Shri K.K Tiwari, who lodged a complaint to the Police. The investigation officer during his investigation has found that the entire allegations received by the petitioner were also found to be false. The Investigation Officer had clearly mentioned that the petitioner had not attending his duties regularly and committed serious misconduct and indiscipline during his employment. It would be pertinent to mention here that Shri K. K Tiwari and nowhere narrated the incident about the alleged commission of theft of documents and cash worth ₹ 50,000/-. Though, the reply dated 19-2-2014 which is after the alleged misconduct of commission of theft as alleged by the petitioner took place on 6-4-2014. Henceforth, the case set up from the side of the respondent No. 3 that he was the employee of contractors as his wages, attendance, contribution towards EPF etc. were all done by the contractors. Though, the respondents tried to establish by placing on record documents full and final settlement *vide* letter dated 19-6-2014 Mark RA, copy of cheques Mark RB and RC, statement of Krishan Chand Mark RD, appointment letter Mark RE, extension letter dated 28-2-2014 Mark RF, absentee letter Mark RG, salary sheets Mark RH, payment of wages register mark RJ, abstract of attendance register mark RK and mark RL, payment of wages register Mark RM, agreement Mark RN and Mark RO and copy of complaint Mark RP that all the service conditions of the petitioner were governed by the contractors, therefore, he is the employee of the contractors and not respondent company *i.e.* respondent No. 3.

Admittedly, the condition of service letter governed by Chapter-2-A of the Act where it is mandatory on the part of the respondent employer to issue notice of change to effect any change in the condition of section. Here, I would like to reproduce section 9-A of the Act which reads thus: ”

**IN THE COURT OF SHRI RAJESH TOMAR, PRESIDING JUDGE, H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number	: 184 of 2018
Instituted on	: 17-01-2018
Decided on	: 07-04-2022

Debabrata Nayak s/o Shri Kulamani Nayak, VPO Jampada, Tehsil Bari, District Jaipur, Orisa-755005, presently residing at Foji Internet, Village Kheri, Trilokpur Road, Kala Amb District Sirmaur, H.P.
. Applicant .

Versus

The Manager M/s Shivam Cotspin Ltd., Trilokpur Road Dheri Kala Amb, Tehsil Nahan District Sirmaur, H.P. . . . *Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For the Applicant : Ms. Mohini Sharma, Legal Aid Counsel

For the Respondent : Shri Rahul Mahajan, Advocate

AWARD

The following reference petition has been, received from the Appropriate Government *vide* notification dated 7-6-2018, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for legal adjudication:

“Whether Shri Debabrata Nayak s/o Shri Kulamani Nayak, VPO Jampada, Tehsil Bari, District Jaipur, Orisa-755005 who was working as Manager Accounts falls within the definition of “workman” as provided under section 2(s) of the Industrial Disputes Act, 1947? If yes whether termination of the services of Shri Debabrata Nayak s/o Shri Kulamani Nayak, VPO Jampada, Tehsil Bari, District Jaipur, Orisa-755005 *w.e.f.* 24-10-2017 by the Manager, M/s Shivam Cotspin Ltd., Trilokpur Road Dheri Kala Amb, Tehsil Nahan, District Sirmaur, H.P. without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement, seniority, back-wages and compensation the aggrieved workman is entitled to from the above employer?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed the statement of claim.

3. In furtherance to the aforesaid reference, the case set out by the petitioner which has been disclosed from the statement of claim thus that Shri Debabrata Nayak (hereinafter to be referred as the petitioner) was employed as Accounts Manager in the respondent management *i.e.* M/s Shivam Cotspin Ltd. Trilokpur Road Kala Amb, District Sirmaur, H.P. (hereinafter to be referred as the respondent company).

4. Key facts for the disposal of the present controversy are thus that the petitioner is the permanent resident of VPO Jampada, Tehsil Bari, District Jaipur, Odisha and he joined as Accounts Manager with the respondent company *w.e.f.* 1-10-2007. He had worked with full sincerity, honesty, devotion to duty and to the utmost satisfaction of his superior and nothing adverse was ever conveyed to him. He had completed more than 240 days continuous service in every year. The respondent in violation of the provisions of sections 25-F, 25-G and 25-H of the Act, as well as in violation of Articles 14, 16 and 21 of the Constitution of India, had terminated the services of the petitioner *w.e.f.* 24-10-2017 in colorable exercise of their powers without taking into consideration the long spell of his services on false pretext as the allegations made in the termination order are wrong, false and not based on record. The petitioner had been drawing salary of Rs. 29,200/- per month. No notice has been served upon the petitioner. The petitioner was discriminated in the matter as the principles of natural justice were not complied with. He was not paid wages for the month of October 2017 despite repeated requests. It is pertinent to mention that the petitioner was not issued any warning/advisory letter, chargesheet etc. before terminating his services. The action of the respondent in terminating the services of the petitioner and retaining junior persons clearly

violates the principles of "last come first go". The very act of the respondent is illegal and unconstitutional. No retrenchment compensation was paid to the petitioner, which is sign qua illegal order of termination. The demand notice dated 1-11-2017 was also raised. The petitioner had contacted the Labour-cum-Conciliation Officer on many occasions for settlement but the respondent company in connivance with the Labour Officer is delaying the matter and depriving him to approach this Court for redressal of his grievance. The petitioner had even made a representation dated 17-11-2017 to Labour Commissioner but again no action has been taken by the Labour Commissioner.

The order of termination dated 24-10-2017 has been assailed on the grounds that the services of the petitioner have been terminated by the respondent company without following the procedure established under the law and in gross violation of the provisions of the Act. No notice or prior permission of the competent authority has been obtained. The termination of the services of the petitioner is salient provisions of the Act and being the Model employer, it is not expected from the respondent company to adopt such hire and fire policy. The right to livelihood cannot be snatched by the respondent company without assigning any reason. This is an unfair labour practice. The petitioner has every right to continue in the job till the date of his superannuation.

5. The following prayer clause has been appended in the footnote of the claim petition.

"In view of the submissions made hereinabove, it is therefore most respectfully prayed that the claim petition filed by the petitioner may very kindly be allowed and deemed reference in terms of section 2-A of the Act may kindly be decided by this Court in favour of the petitioner and against the respondent company and further it is prayed that the impugned termination order dated 24-10-2017 (Annexure P-1) passed by the respondent company may kindly quashed and set aside and the respondent may very kindly be directed to reinstate the petitioner in service w.e.f. 24-10-2017 with full back wages, seniority, including other consequential benefits, adequate compensation. The respondent may kindly be burdened with heavy cost litigation and justice be done with the petitioner and in alternative the respondent be directed to pay to the petitioner his dues as reflected in para 19 of the petition."

6. It is pertinent to mention here that by taking resort to order 6 rule 14 read with section 151 CPC, the petitioner has sought intervention of this Court to place on record signed copy of claim petition.

7. The lis was resisted and contested by filing written reply to the claim petition filed by the petitioner in terms of the reference made by the appropriate government by and on behalf of the respondent company, on *inter-alia* preliminary objections that the claim petition in terms of reference made by the appropriate government to this Court is neither competent nor maintainable as the petitioner has concealed true and material facts and not approached this Court with clean hands. The petitioner is not a workman as he was performing the duties which was supervisory, managerial and administrative in nature. The petitioner was over all head of the accounts department of the respondent company who used to supervise the work, sanction the leave of workers working under him, issuing invoices, arranging dispatches with close coordinators, checking the weight and other parameters of raw material. The petitioner was also responsible for various accounting activities like C-form, management export documentations, interest, calculations, IT software's and Hardwar's etc. No industrial dispute would have arisen. The petitioner was paid full & final payment which was outstanding in his favour towards the respondent company. The petitioner is gainfully employed. He was not a workman and thus could not have raised an industrial dispute.

8. On merits, it is submitted that the petitioner joined as Manager Accountants on 1-4-2007 but subsequently resigned on 31-12-2009 and he withdrawn his provident fund. The petitioner again joined on 1-4-2010 when the services of the petitioner were relived he was drawing monthly wages of `29,200/-. The respondent company had paid gratuity to the petitioner from 1-4-2010. The petitioner is not a workman, he was working as Manager Accounts and was responsible for various accounting activities like C-form, management export documentations, interest, calculations, IT software's and Hardware's etc. There is no violation of any of the provisions of the Act and Article 14, 16 and 21 of the Constitution of India. The services of the petitioner were relived on 24-10-2017 in terms of the service condition and he was paid full & final dues. The question of issuance of show cause-*cum*-chargesheet, advisory letter, warning letter etc. does not arise as the petitioner was not a workman. The petitioner has not completed 10 years of service. There is no violation of principles of natural justice. The petitioner had encashed the cheque towards full & final payment. The averments regarding reliving the petitioner from service being violative of the provisions of Act and principles of natural justice are totally wrong, false and incorrect. No principle of "last come first go" have been violated by the respondent company. It is therefore most respectfully prayed that the claim petition filed by the petitioner deserves to be dismissed and the reference so made deserves to be answered in negative.

9. While filing rejoinder, the petitioner union controverted the averments made thereto in the reply and reaffirmed and reiterated those in the statement of claim.

10. On elucidating the pleading of parties, the following issues were struck down by my Learned Predecessor for its final determination *vide* Court order dated 11-9-2018:

1. Whether the termination of the petitioner by the respondent *w.e.f.* 24-10-2017 without complying with the provisions of the Industrial Disputes Act 1947 is illegal and unjustified? . . .*OPP.*
2. If issue No. 1 is proved in affirmative to what relief of service benefits the petitioner is entitled to? . . .*OPP.*
3. Whether the claim petition is neither competent nor maintainable as alleged? . . .*OPR.*
4. Whether the petitioner is not a workman as alleged? . . .*OPR.*
5. Relief.

11. Henceforth, parties to the dispute were asked to adduce oral as well as documentary evidence in support of their respective claims or issues so framed.

12. I have heard the Learned Counsel for the parties and also gone through the record of the case carefully.

13. For the reasons to be recorded hereinafter while discussing the aforesaid issues, my findings on the aforesaid issues are as follows:

Issue No. 1	: Yes.
Issue No. 2	: Entitled to lump sum compensation of `1,50,000/-
Issue No. 3	: No.
Issue No. 4	No. The petitioner is held to be a workman

Relief

: Reference is answered in affirmative, as per operative part of the Award.

REASONS FOR FINDINGS*Issues No. 1, 2 and 4 :*

14. Being interlinked and inter-connected all these issues are taken up together for discussion and decision.

15. In order to prove aforesaid issues, the petitioner examined one Shri Harjit Singh s/o Shri Tarsem (PW-1), who deposed that he is having a shop of computer hardware since the year 2006 and he knows the petitioner since the year 2007 to 2017. He used to visit the respondent company for maintenance of the computers etc. His behavior in the company was good. In cross-examination, he admitted that the respondent company has the IT Department to look-after and maintain the computers. He further admitted that the respondent company had not entered into any agreement with him for the maintenance of the computers. He denied that the petitioner had himself resigned on 31-12-2009. He further denied that the petitioner was re-engaged on 1-4-2010 and relieved on 24-10-2017. He also denied that the behavior of the petitioner was not good.

16. Petitioner himself stepped into the witness box (PW-2) to depose that he joined the respondent company as an Accountant Assistant in the year 2007 and worked till October 2017. His services were terminated on 24-10-2017. Neither any notice was issued to him nor he was paid any compensation prior to his termination. No warning letter or chargesheet was issued to him. The respondent company had not paid his dues at the time of his termination. He prayed that he may be reinstated in service along-with all consequential benefits. In cross-examination, he denied that he had resigned on 31-12-2009. He further denied that he had resigned on 1-4-2010. He denied that he was the overall head of the Accounts Department and Operations Department. He admitted to have signed the documents (R-1) to (R-33) as an authorized signatory on behalf of the respondent company. He also admitted to have sanctioned the leaves (R-34) to (R37) to Om Prakash, Vinod Kumar as authorized signatory as they were working under him. He further admitted to have issued certificates (R-38) to (R-40) for opening Bank Accounts of workers in the capacity of authorized signatory. He admitted that he used to issue invoices, arranging dispatches with close co-ordination with packing section, checking the weight and other parameter of raw material, issuing C-forms, preparing management export documents, calculating and paying brokerage commission. He denied that ten persons were working under him. He denied that he refused to.

17. *Per contra* Shri Rahul Mahajan, Ld. Counsel for the respondent strenuously argued that the respondent is the only concern having its registered office at Jabli, District Solan. The respondent company deals in the business of manufacturing ferrites. He also argued that the respondent is facing acute financial problem due to recession in the market. The respondent company is running its business in losses for past three years. The demand notice raised by the petitioner union is not genuine. There is no violation of section 9-A of the Act. The losses of the respondent company is recorded in the annual reports of the company for the years 2017-18, 2018-19 and 2019-20. He again argued that the documentary proof shall not over-right the oral proof. Ld. Counsel also relied upon case law titled as **Bank of Maharashtra Vs. Race Shipping and Transport Co. Pvt. Ltd. and Another (1995) 3 SCC 257, M/s Unichem Laboratories Ltd. Vs. The Workmen (1972) 3 SCC 552, Avery India Ltd. Vs. The Second Industrial Tribunal West Bengal and Ors. (1972) 3 SCC 585, M/s Hindustan Hosiery Industries Vs. F.H Lala and Anr. (1974) 4 SCC 316, M/s Woolcombers of Indua Ltd. Vs. Woolcombers Workers Union and Anr. (1974) 3 SCC 318 and Parry and Co. Ltd. Vs. P.C Pal Judge of the Second Industrial Tribunal, Calcutta and Ors. (1969) 2 SCR 976.**

18. I have given my best anxious considerable thought to the submissions of respective counsel Shri R. K Khidta, Advocate for the petitioner union as well Shri Rahul Mahajan, Learned Counsel for the respondent company and also scrutinized the entire case record with minute care, and caution and circumspection.

19. As a binding precedent, the ratio of the judgment of the Hon'ble Apex Court, delivered as early as in the year 1959, in the case of **Hotel Imperial vs. Hotel Workers' Union [1959-II L.L.J. 544]** at 557-552, in which paragraph 21 and 22 of the judgment, reads as under :

"(21) After a dispute is referred to the Tribunal under S. 10 of the Act, it is enjoined on it by S. 15 to hold its proceeding expeditiously and on the conclusion thereof submit its award to the appropriate Government. An 'award' is defined in S. 2(b) of the Act as meaning 'an interim or final determination by an Industrial Tribunal of any industrial dispute or of any question relating thereto'. Where an order referring an industrial dispute has been made specifying the points of dispute for adjudication, the Tribunal has to confine its adjudication to those points and matters incidental thereto [S. 10(4)]. It is urged on behalf of the appellants that the Tribunal in these cases had to confine itself to adjudicating on the points referred and that as the question of interim relief was not referred to it, it could not adjudicate upon that. We are of opinion that there is no force in this argument, in view of the words 'incidental thereto' appearing in S. 10(4). There can be no doubt that if, for example, question of reinstatement and/or compensation is referred to a Tribunal for adjudication, the question of granting interim relief till the decision of the Tribunal with respect to the same matter would be a matter incidental thereto under S. 10(4) and need not be specifically referred in terms to the Tribunal. Thus, interim relief where it is admissible can be granted as a matter incidental to the main question referred to the Tribunal without being itself referred in express terms.

(22) The next question is as to how the Tribunal should proceed in the matter if it decides to grant interim relief. The definition of the word 'award' shows that it can be either an interim or final determination either of the whole of the dispute referred to the Tribunal or of any question relating thereto. Thus it is open to the Tribunal to give an award about the entire dispute at the end of all proceedings. This will be final determination of the industrial dispute referred to it. It is also open to the tribunal to make an award about some of the matter referred to it whilst some others still remain to be decided. This will be an interim determination of any question relating thereto. In either case it will have to be published as required by S. 17. Such awards are, however, not in the nature of interim relief for they decide the industrial dispute or some question relating thereto. Interim relief on the other hand is granted under the power conferred on the Tribunal under S. 10(4) with respect to the matters incidental to the points of dispute for adjudication."

20. The reading of the Imperial Hotel's judgment referred here-in-above supra, does not specifically bar grant of interim relief, though it does try to portray as to how the Tribunal should proceed in the matter if it decides to grant interim relief that too while interpreting the definition of the word "award" whether interim or final. The judgment, however, does sound a word of caution that ordinarily interim relief, should not be the whole relief that the workmen would get if they succeed finally.

21. In fact the judgment of Hon'ble High Court of Bombay in case titled as **Goa MRF Employees Union Vs. MRF Ltd. (2014) 14 SCC 483**, relied upon by the Ld. Counsel for the

petitioner, while laying down the powers of the Industrial Tribunal to grant interim relief have eventually summed up the proposition thus:—

“We may sum up the propositions for a Tribunal or a Labour Court to exercise powers under the expression incidental to, it must:

- (1) Arise from the terms of the reference and must be incidental to answering that reference and not an issue falling beyond or outside the terms of the reference.
- (2) The interim relief granted should be capable of being enforced under the provisions of the I.D Act.
- (3) Complaint under section 33-A can be entertained only an employer committing a breach of section 33 and not an apprehended breach of contravention."

22. Even, the judgment of the Hon'ble Karnatka High Court in case titled as **Darshak Ltd. Vs. Industrial Tribunal and another, 1986 (LLJ 253 Kant)**, the Hon'ble High Court of Karnataka while deliberating *vis-à-vis* the power to this Tribunal to grant interim relief, held thus:—

“In the light of the decision as above, my conclusion on the two questions of law arising for consideration in this case, set out in the first paragraph of this order, are:

- (1) The Industrial Tribunal/Labour Court has the power to grant interim relief during the pendency of a reference of an industrial dispute made under S. 10 (1) of the Industrial Disputes Act.
- (2) An interim relief could be granted, if only the interim relief sought for is incidental to any point of dispute and not independent and is a step in aid to dispute and not independent and is a step in aid to the main relief sought for in the reference and if the interest of justice and the balance of convenience is in favour of granting it.
- (3) It should not involve determination/decision of any point of dispute or a point incidental thereto for it can be done only in an interim award. Therefore, an interim order should not be in form of an award.
- (4) Section 17 of the Act which requires publication of an award has no application to an order granting interim relief.”

23. So far as concerning the ground of interim relief under section 10(4) of the Act, the law on this point is no longer *res-integra*, where there is an industrial dispute or an order referring industrial dispute or petition filed under the Act has been made satisfying points of dispute for adjudication, the Tribunal has to confine its adjudication to those points and matters incidental thereto.

24. The use of word **“matters incidental thereto”** bearing in section 10(4), there is no fact that if a question of transfer itself referred to a Tribunal for adjudication, the question of granting interim relief, till the final disposal of the matter by the Tribunal with responsible to the same would be a matter **“incidental thereto”**.

25. In the case in hand, the applicants in their final relief prayed that the respondent management may be directed to accept all the demands raised in the demand notice dated

20-3-2019, whereas in the interim relief they prayed that the respondent company may kindly be directed to pay the increments/increase to all the workers working with the respondent company as per the long-term settlement arrived between the parties *w.e.f.* 1-4-2019 till the final disposal of the main reference. Their Lordships of Hon'ble Supreme Court in case titled as **Central Wage Board for Engineering Hind Cycle Ltd. Vs. its Workmen, AIR 1974 SC 588**, has held that the Tribunal has the power to grant interim relief.

26. The conjoint reading of the judgments referred above thus clearly goes to show the industrial Tribunal/Labour Court has the power to grant interim relief during the pendency of the industrial dispute, preferred under section 10(1) of the Act, but the said relief can only be granted if it is "incidental to", the point of dispute and not independent to the main relief sought in the reference, ordinarily, it should also not be the whole relief that the workmen would get when they succeed finally. In fact, the Hon'ble Supreme Court in a case titled as **Hind Cycle Ltd. and Anr. Vs. the workmen (AIR 1974 Supreme Court 588)**, has categorically held that the Tribunal has powers to grant interim relief.

27. Verily, on careful scrutiny of the entire case record *i.e.* pleadings of the parties, documentary proof annexed thereto and the contentions raised at the bar, it is clear that there is absolutely no denial to the fact that the petitioner union is registered who had raised the demands of the workers through its demand charter dated 12-3-2019, Annexure-A to the reference petition received from the appropriate government. The demand charter of the workers vide demand notice dated 12-3-2019 *vis-à-vis* discrimination meted about 130 workers who have not been allowed any increments/increase after 1-4-2019 is the essence of the said reference received from the appropriate government. The petitioner union had raised the demand notice dated 12-3-2019 for benefitting them as per long term settlement arrived at between the parties. As per the petitioner union (130 workers) have not been granted increments/increase in their wages since 1-4-2019 whereas they have been granted the said benefit prior to April 2019 under old long term settlement and that is why the petitioner union had raised the demand notice dated 12-3-2019. In the demand notice dated 12-3-2019, the petitioner union has raised as many as thirty demands including a demand for an increase/increment in the wages by granting annual increment and revision in their wages. The demand notice dated 12-3-2019 (Annexure-A) is the part and parcel of the reference notification No.11-2/93(Lab)ID/2020/Solan/Cosmo dated 7-9-2020 sent by the appropriate government for legal adjudication under section 10 of the Act which has been registered with this office as reference No. 230 of 2020, reads as under:

"Whether demand No. 3 to 14, 16, 18, 19, 20, 21, 24, 25 and 30 raised by the President/ General Secretary, Cosmo Employees Union Regd. No. 514, Village & Post Office Jabli, Tehsil Kasauli, District Solan, H.P. *vide* demand notice dated 12-3-2019 (copy enclosed) before the General Manager M/s Cosmo Ferrites Ltd. Village and Post Office Jabli, Tehsil Kasauli, District Sonal, H.P. for fulfilling, are legal and justified? If yes, what relief in terms of above demand notice the aggrieved workmen are entitled to from the above employer/management."

28. Before proceed further, I would like to reproduce section 9-A of the Act, which reads as under:

"9A. Notice of change.—No employer, who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the Fourth Schedule, shall effect such change,—

(a) without giving to the workmen likely to be affected by such change a notice in the prescribed manner of the nature of the change proposed to be effected; or

(b) within twenty-one days of giving such notice:

Provided that no notice shall be required for effecting any such change—

- (a) where the change is effected in pursuance of any settlement or award]; or
- (b) where the workmen likely to be affected by the change are persons to whom the Fundamental and Supplementary Rules, Civil Services (Classification, Control and Appeal) Rules, Civil Services (Temporary Service) Rules, Revised Leave Rules, Civil Service Regulations, Civilians in Defence Services (Classification, Control and Appeal) Rules or the Indian Railway Establishment Code or any other rules or regulations that may be notified in this behalf by the appropriate Government in the Official Gazette, apply

29. The question which would gain relevance is whether the relief sought by the petitioner's union could be regarded as a matter "incidental to" the question referred for adjudication. It is the case of the petitioner union that after the respondent company had stopped the increments/increase in the wages of petitioner's union (130 workers) *w.e.f.* 1-4-2019. Prior to that an earlier long term settlement dated 10-10-2016 was in force and all the works of petitioner's union were getting benefits uniformly *vide* the said settlement. As no long term settlement could fructify and even the demand notice dated 12-3-2019 could not be finalized the said petitioner's union are not being paid revised salary/wages. The demands were related to increase in salary, allowances, leave, medical facility, insurance and other issues relating to the improvement of the working conditions of the workmen.

30. So far as concerning the grant or increase in the salary/wages of the workers with petitioner union by way of allowing annual increments, it is a matter of common parlance that an increment accrues from the day followed that on which it is earned. This is an admitted position on record that the increment has a definite concept in the service law jurisprudence which also applicable to the labour industrial law jurisprudence, therefore, an increment which has a definite concept. What an increment means. It is an increase or addition on a fixed scale. It is a regular income in salary or such a date. Similarly, *vide* labour and industrial law an increment/increase is when in a time scale of pay of an employee advances from lower part of scale to higher by periodic addition. In other words it is an addition in the same scale and not to a higher scale. An increment is an incident by working the full year and drawing full salary. On this point I am fortified by the decision of Hon'ble Apex Court in case titled as **State of Punjab Vs. Jaswant Singh Kanwar, 2014 (13) SCC 622, SBI Vs. The Presiding Officer, Central Labour Court 1972 (3) SCC 595**. Similar is the law laid down by our own Hon'ble High Court of HP in case titled as **Jagdish Chand Vs. State of HP, CWP No. 2411/2019 along-with CWPs No. 2446, 2447, 2536, 2537, 2538, 2821 & 2822 of 2019 decided on 10-1-2020**.

31. In the instant case, the petitioner union through its workers (130 workers) have raised the demand of having not been provided or paid their increment/increase in the salary *w.e.f.* 1-4-2019. As per the petitioner union they had been discharging their duties with honesty, sincerity and to the best of their ability. On the contrary, it is submitted from the side of the respondent that the company is facing grate hardship on account of its financial problem as the company is running into losses of Rs. 240 lacs, 234 lacs and Rs. 1003 lacs for the financial years 2017-18, 2018-19 and 2019-20. Though, the plea raised from the side of the respondent has been controverted by the petitioner union thereby asserting that the company is not running in losses, rather the respondent company is recruiting new employees in the company. More so, the respondent company is incurring huge expenses in repairing and renovating the machines in the company. The respondent company is opening another unit at Jabli and Delhi. The reading of the reply filed by the respondent

clearly demonstrate that till 31-3-2019, all the workers have been paid their annual increments informally as per the terms of the long term settlement. They are claiming the same benefits as per the old long term settlement to which they have also issued a demand notice *vide* demand charter dated 12-3-2019, which has been referred for its legal adjudication by sending a reference before this Court by the appropriate government. The petitioner union (130 workers) are deprived of their financial gain by way of grant of annual increment/increase. Admittedly, during the conciliation proceedings initiated before the Labour-cum-Conciliation Officer there are offers made by the respondent company to make the payment of Rs. 3800/-, 4200/- and later on increase to Rs. 15,000/- as full & final amount in lieu of annual increment for past two years. Even, during the course of arguments, Learned Counsel for the respondent company has offered to pay Rs. 15,000/- as a whole to the petitioner union. Ld. Counsel for the petitioner union has not exceeded the request of the Ld. Counsel for the respondent. The only contention raised from the side of the petitioner that during the lock-down period imposed during the year 2019 on account of Covid-19, they had been discharging their duties continuously with the respondent company. Though, the respondent company has negotiated *vide* conciliation proceedings to make the payment of Rs. 3,800/, Rs. 4200/- and Rs. 15,000/- as full and final amount for these two years. The respondent company also undertake to make regular increments to the petitioner union since 1-4-2022 onwards. In any case, there is absolutely no denying fact that from 10-10-2016 to 31-3-2019, the petitioner union were paid increments as per the terms of the long term settlement. The execution of long term settlement dated 10-10-2016 is not a denying fact between the parties. The said settlement has been automatically terminated *w.e.f.* 1-4-2019. However, the petitioner union has raised a fresh demand notice dated 12-3-2019. An annual increment is an incidence of employment. The stopping of increment would tantamount to imposing of major penalty which can be levied only after conducting a full-fledged domestic enquiry for gross violation, misconduct for disciplinary action. There is no fault lies with the petitioner union. More so, in the absence of any long term settlement it is comprehensively observed that the terms of old settlement terminated shall prevail.

32. Henceforth, all the workers (130), those who were getting their wages as per the old long term settlement till 31-3-2019, they have raised a fresh demand notice which is yet to be adjudicated upon. These 130 workers who continuing getting their increment as per old long term settlement dated 31-3-2019. However, as per the respondent they have seized their right to avail the increments till the disposal of the present reference. This action on the part of the respondent can be termed as not only discriminated but *ex-facie*, illegal, arbitrary and devoid of any basis whatsoever. Even, for the sake of arguments the workers of petitioner union are not willing for relinquishment of new demand raised *vide* demand notice dated 12-3-2019 and no fresh long term settlement has been arrived between the parties, the respondent company had to grant increments as was being done earlier uniformly to all the workers of petitioner union though as per their respective grades, qualification, length of service and level of skill or any other criteria already in vogue prior to 31-3-2019.

33. Law cannot countenance a situation, where the legitimate claim of the workers can be negotiated by not allowing increments as per the long term settlement merely because the demand notice *vide* demand charter dated 12-3-2019 sent by the appropriate government to this Court pending for legal adjudication. On perusal of the demand notice dated 12-3-2019 (Annexure-A) to the reference received from the appropriate government clearly testified that grant of increment or increase in wages was one of the demand raised by the union. The demands so raised by the petitioner union is indeed incidental to one of the major demands as received *vide* notification dated 7-9-2020, it cannot be said to be an independent demand notice as it is certainly a step in aid to the main relief.

34. Their Lordships of **Hon'ble Apex Court in case titled as Narender & Ors. Vs. State of U.P & Ors, (2017) 9 SCC 426**, while setting into motion the meaning and contour of social

justice adjudication has observed that a purposive interpretation has to be given to subserve the ends of justice, particularly when the cases of vulnerable groups are decided by Courts. It is held as under:

“Prof. (Dr.) N.R. Madhava Menon explains the meaning and contour of social justice adjudication as the application of equality jurisprudence evolved by the Parliament and the Supreme Court in myriad situations presented before courts where unequal parties are pitted in adversarial proceedings and where courts are called upon to dispense equal justice. Apart from the socio-economic inequalities accentuating the disabilities of the poor in an unequal fight, the adversarial process itself operates to the disadvantage of the weaker party. In such a situation, the Court has to be not only sensitive to the inequalities of parties involved but also positively inclined to the weaker party if the imbalance were not to result in miscarriage of justice. The Courts, in such situations, generally invoke the principle of fairness and equality which are essential for dispensing justice. Purposive interpretation is given to subserve the ends of justice particularly when the cases of vulnerable groups are decided. The Court has to keep in mind the ‘problem solving approach’ by adopting therapeutic approaches to the maximum extent the law permits rather than ‘just deciding’ cases, thereby bridging the gap between law and life, between law and justice. The notion of access to justice is to be taken in a broader sense. The objective is to render justice to the needy and that means fair solutions to the conflict thereby providing real access to ‘justice’. Justice is a core value of any judicial system. It is the ultimate aim in the decision making process. In post-traditional liberal democratic theories of justice, the background assumption is that all humans have equal value and should, therefore, be treated as equal, as well as by equal laws. This can be described as ‘Reflective Equilibrium’. The method of Reflective Equilibrium was first introduced by Nelson Goodman in ‘Fact, Fiction and Forecast’ (1955). However, it is John Rawls who elaborated this method of Reflective Equilibrium by introducing the concept of ‘Justice as Fairness’. While on the one hand, we have the doctrine of ‘justice as fairness’, as propounded by John Rawls and elaborated by various jurists thereafter in the field of law and political philosophy, we also have the notion of ‘Distributive Justice’ propounded by Hume which aims at achieving a society producing maximum happiness or net satisfaction. When we combine Rawls’s notion of ‘Justice as Fairness’ with the notions of ‘Distributive Justice’, to which Noble Laureate Prof. Amartya Sen has also subscribed, we get jurisprudential basis for achieving just results for doing justice to the weaker section of the society.”

35. For the foregoing reasons, this Court/Tribunal arrives at an inescapable conclusion that the merits of the present application deserves to be allowed and the same is allowed and the respondent company is directed to pay increments to the workers of petitioner union (130 workers) as was being paid to them under long term settlement prior to 31-3-2019, subject to their respective grades, qualification, length of service and level of skill or any other criteria already in vogue prior to 31-3-2019. The workers of petitioner union will be entitled to enhanced wages *w.e.f.* 1-4-2019 and shall also be entitled to arrears with cumulative effect to be accrued if any with cumulative effect from 31-3-2019. The arrears shall also be paid by the respondent company to the workers of petitioner union on or before 30-6-2022 failing which the same shall carry interest @ 9% per annum from the date of order till its realization. Consequently, both these points are decided in favour of the petitioner union and against the respondent company.

Final order :

36. As a sequent effect to my findings on points No. 1 & 2 above, the application under section 10(4) and 2(b) for giving direction to the respondent company to pay the increments/

increase to the workers working in the company as per the settlement arrived at between the parties, *w.e.f.* 1-4-2019 onwards till final disposal of the main reference is **allowed**. the respondent company is directed to pay **increments to the workers of petitioner union (130 workers) as was being paid to them under long term settlement prior to 31-3-2019**, subject to their respective **grades, qualification, length of service and level of skill or any other criteria** already in vogue prior to 31-3-2019. The workers of petitioner union will be entitled to **enhanced wages** *w.e.f.* 1-4-2019 and shall also be entitled to **arrears** with cumulative effect to be accrued if any with cumulative effect from 31-3-2019. The arrears shall also be paid by the respondent company to the workers of petitioner union on or before 30-6-2022, failing which the same shall carry interest @ 9% per annum from the date of order till its realization. The application be registered separately and after its completion be tagged with the main case file.

37. Any observation made by this Court or Tribunal, while deciding the application for interim relief shall not bear any reflection or carry any effect on the merits of the Reference Petition.

Ordered accordingly.

Announced in the open Court today this 23rd day of March 2022.

Sd/-
(RAJESH TOMAR)
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

**IN THE COURT OF SHRI RAJESH TOMAR, PRESIDING JUDGE H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Application Number : 09 of 2018

Instituted on : 16-01-2018

Decided on : 07-04-2022

Manoj Kumar Nayak s/o Shri Kulamani Nayak, VPO Jampada, Tehsil Bari, District Jaipur, Orisa-755005, presently residing at Foji Internet, Village Kheri, Trilokpur, Road, Kala Amb District Sirmaur, H.P. . *Applicant.*

Versus

The Manager M/s Shivam Cotspin Ltd., Trilokpur Road Dheri Kala Amb, Tehsil Nahan District Sirmaur, HP. . *Respondent.*

**Claim petition on behalf of the petitioner under section 2-A of the Industrial
Disputes Act, 1947**

For the Applicant : Ms. Mohini Sharma, Legal Aid Counsel

For the Respondent : Shri Rahul Mahajan, Advocate.

AWARD

Shri Manoj Kumar Nayak (hereinafter to be referred as the petitioner) has preferred the present claim petition against the respondent management *i.e.* M/s Shivam Cotspin Ltd. Trilokpur Road Kala Amb, District Sirmaur, HP (hereinafter to be referred as the respondent company) under section 2-A of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act) with the prayer to set aside the oral termination dated 24-10-2017 passed by the respondent and further issue the direction to the respondent to re-instate the petitioner *w.e.f.* 24-10-2017 with all consequential benefits.

2. Key facts for the disposal of the present controversy are thus that the petitioner is the permanent resident of VPO Jampada, Tehsil Bari, District Jaipur, Odisha and he joined as Assistant Accountant with the respondent company *w.e.f.* 1-6-2011. He had worked with full sincerity, honesty, devotion to duty and to the utmost satisfaction of his superior and nothing adverse was ever conveyed to him. He had completed more than 240 days continuous service in every year. The respondent in violation of the provisions of sections 25-F, 25-G and 25-H of the Act, as well as in violation of Articles 14, 16 and 21 of the Constitution of India, had terminated the services of the petitioner *w.e.f.* 24-10-2017 in colorable exercise of their powers without taking into consideration the long spell of his services. The petitioner was not issued any warning letter, advisory letter, chargesheet etc. The oral termination of the services of the petitioner is in gross violation of the provisions of the Act. The petitioner was prevented from entering the company office to which he lodged the report dated 1-11-2017 with the Police Station Kala Amb. The oral termination by the respondent without issuing any notice and without complying with the provisions of the Act, despite the fact that the petitioner has been continuously discharging his duties, is illegal, discriminatory and unconstitutional. The principles of “last come first go” were not followed by the respondent. The respondent is required to pay retrenchment compensation along-with prior notice. The respondent is a model employer and it is not expected from the respondent company to adopt such hire and fire policy. The petitioner had issued demand notice dated 1-11-2017 for setting aside the illegal oral termination order. The respondent through their letter dated 4-11-2017 informed the petitioner that his services had not been terminated. The right to livelihood cannot be snatched by the respondent company without assigning any reason. This is an unfair labour practice. The petitioner has every right to continue in the job till the date of his superannuation.

3. The following prayer clause has been appended in the footnote of the claim petition.

“In view of the submissions made hereinabove, it is therefore most respectfully prayed that the claim petition filed by the petitioner may very kindly be allowed and deemed reference in terms of section 2-A of the Act may kindly be decided by this Court in favour of the petitioner and against the respondent company and further it is prayed that the impugned termination order dated 24-10-2017 passed by the respondent company may kindly quashed and set aside and the respondent may very kindly be directed to reinstate the petitioner in service *w.e.f.* 24-10-2017 with full back wages, seniority, including other consequential benefits adequate compensation. The respondent may kindly be burdened with heavy cost litigation and justice be done with the petitioner and in alternative the respondent be directed to pay to the petitioner his dues as reflected in para 21 of the petition.”

4. It is pertinent to mention here that by taking resort to order 6 rule 14 read with section 151 CPC, the petitioner has sought intervention of this Court to place on record signed copy of claim petition.

5. The lis was resisted and contested by filing written reply to the claim petition filed by the petitioner in terms of the reference made by the appropriate government by and on behalf of the

respondent company, on *inter-alia* preliminary objections that the claim petition in terms of reference made by the appropriate government to this Court is neither competent nor maintainable as the petitioner has concealed true and material facts and not approached this Court with clean hands. On merits, it is submitted that the services of the petitioner were not terminated on 24-10-2017. He himself failed to turn up to report for his duties since 24-10-2017. It is submitted that the notice dated 4-11-2017 was written to the petitioner to resume his duties but the petitioner has failed to do so. The reply dated 8-1-2018 was filed before the Labour Officer, Sirmaur at Nahan. The petitioner had abandoned his job out of his sweet will. There is no violation of any of the provision of the Act. The services of the petitioner have not been terminated till date, hence no question arises for issuing any show cause notice, chargesheet or conducting domestic enquiry against the petitioner. The complaint dated 1-11-2017 is a forged document just to create evidence in his favour. The petitioner failed to turn up to perform his duties as his brother Shri Devbrat Nayak was relieved from his duties on 24-10-2017. It is submitted that the services of the petitioner have not been terminated either orally or in writing. The conciliation proceedings were failed due to adamant attitude of the petitioner. There is no violation of the provisions of the Act. It is therefore prayed that the claim petition may kindly be dismissed.

6. While filing rejoinder, the petitioner controverted the averments made thereto in the reply and reaffirmed and reiterated those in the statement of claim.

7. On elucidating the pleading of parties, the following issues were struck down by my Learned Predecessor for its final determination vide Court order dated 11-9-2018:

1. Whether the termination of the petitioner by the respondent *w.e.f.* 24-10-2017 without complying with the provisions of the Industrial Disputes Act, 1947 is illegal and unjustified? . . .*OPP.*
2. If issue No. 1 is proved in affirmative to what relief of service benefits the petitioner is entitled to? . . .*OPP.*
3. Whether the claim petition is neither competent nor maintainable as alleged? . . .*OPR.*
4. Relief.

8. Henceforth, parties to the dispute were asked to adduce oral as well as documentary evidence in support of their respective claims or issues so framed.

9. I have heard the Learned Counsel for the parties and also gone through the record of the case carefully.

10. For the reasons to be recorded hereinafter while discussing the aforesaid issues, my findings on the aforesaid issues are as follows:

Issue No. 1	: Yes
Issue No. 2	: Entitled to lump sum compensation of ` 75,000/-
Issue No. 3	: No.
Relief	: Reference is answered in affirmative, as per operative part of the Award.

REASONS FOR FINDINGS*Issues No. 1 and 2 :*

11. Being interlinked and inter-connected all these issues are taken up together for discussion and decision.

12. In order to prove aforesaid issues, the petitioner examined one Shri Harjit Singh s/o Shri Tarsem (PW-1), who deposed that he is having a shop of computer hardware since the year 2006 and he knows the petitioner since the year 2007 to 2017. He used to visit the respondent company for maintenance of the computers etc. His behavior in the company was good. In cross-examination, he admitted that the respondent company has the IT Department to look-after and maintain the computers. He further admitted that the respondent company had not entered into any agreement with him for the maintenance of the computers. He denied that the petitioner had failed to turn up to perform his duties and remained absent after 24-10-2017. He also denied that the behavior of the petitioner was not good.

13. Petitioner himself stepped into the witness box (PW-2) to depose that he joined the respondent company as an Assistant Accountant in the year 2011 and worked till October 2017. His services were terminated on 24-10-2017. Neither any notice was issued to him nor he was paid any compensation prior to his termination. No warning letter or chargesheet was issued to him. The respondent company had not paid his dues at the time of his termination. He prayed that he may be reinstated in service along-with all consequential benefits. In cross-examination, he admitted that his brother Debabarata Nayak was also working in the respondent company and his services were terminated by the respondent company on 24-10-2017. He denied that after the termination of services of his brother, he himself started absenting from his duties. He admitted to have received letter (R-1) from the respondent company. He volunteered that he did not join his duties as he was apprehending that he would be beaten up by a person kept by the respondent company, if he joins his duties. He admitted that reply (R-2) has been filed by the respondent company before the Conciliation Officer. He denied that till date his services have not been terminated by the respondent company, hence, no question of issuing any notice and conducting any enquiry does not arise.

14. On the other hand, the respondent has examined one Shri Subhash Chauhan, Senior Manager as (RW-1), who tendered in evidence authority letter (RW-1/A), affidavit (RW-1/B) wherein he reiterated almost all the averments as made in the reply, copy of attendance register for the years 2017 to 2021 (RW-1/C) to (RW-1/G). In cross-examination, he admitted that the attendance card (PX) was issued by the respondent management. He denied that the salary for the month of August and October, 2017 is yet to be paid to the petitioner. He denied that the petitioner was not allowed to enter the work place by the company. He denied that the termination of the services of the petitioner without notice and compensation is illegal. He further denied that the services of the petitioner have been terminated orally by not complying the provisions of law.

15. At the very out-set, the Ld. Legal Aid Counsel for the petitioner contended with all vehemence that the petitioner had been continuously discharging his duties since 6-1-2011 with more than 240 working days in each calendar year and has completed six years of service but the respondent all of sudden on 24-10-2017 terminated the services of the petitioner orally in gross violation of the provisions of the Act. The action of the respondent company in terminating his services is just to harass the petitioner with biased mind which is an unfair labour practice. No notice, chargesheet and retrenchment compensation has been issued/paid by the respondent company to petitioner.

16. *Per contra* Shri Rahul Mahajan, Ld. Counsel for the respondent strenuously argued that the services of the petitioner have never been terminated by the respondent rather he himself has abandoned his job without any intimation to the respondent company. He further contended that the petitioner was afforded several opportunities to resume his duties but of no avail. Since, the petitioner has failed to report for his duties since 24-10-2017, hence his long absence from duty shall be treated as abandonment. He urged that a person who absented himself beyond the prescribed period for which leave of any kind was neither sanctioned nor applied, he would be treated to have resigned and seized to have abandoned the job.

17. I have given my best anxious considerable thought to the submissions of respective Counsel for the parties and also scrutinized the entire case record with minute care, and caution and circumspection.

18. It is an admitted position on record that the services of the petitioner were engaged as Assistant Accountant in the year 2011. The parties are not at all at variance that the petitioner had worked in such capacity from 1-6-2011 to 24-10-2017. The petitioner has approached his for redressal of his grievance that there was an oral termination. On the other hand it is pleaded that the services of the petitioner were not terminated but he has abandoned the job out of his own sweet will.

19. The first and foremost question which comes to the fore for determination is whether the petitioner has been discharged or he himself abandoned the job.

20. Verily, it is a matter of common parlance that the abandonment has to be proved by the employer like any other misconduct. Merely on the pretext that the workman has failed to report for discharging his duties, it cannot be presumed that the petitioner either left the job or abandoned the same. Simply because a workman fails to report for duty, it cannot be presumed that he has left/abandoned the job. There is neither any oral or documentary evidence on record on the part of the respondent to show that any show cause notice was served upon the petitioner calling upon him to join his duties. Absence from duty is a serious misconduct. As such the plea of abandonment put forth by the respondent/employer is not established.

21. The defence of the respondent is also to the effect that the petitioner had engaged as Accountants Assistant by the respondent and his services were never been terminated rather he himself has abandoned his job. It is also borne out from the record that no disciplinary action was initiated against the petitioner by the respondent because of the alleged absence from duty. During the course of arguments, the Ld. Counsel for the respondent had laid much emphasis to the cross-examination of the petitioner where he admitted that the respondent through its letter advised him to resume the duty. He denied that despite that he had not joined the duties. He volunteered that he did not join his duties as he was apprehending that he would be beaten up by a person kept by the company, if he joins his duties. There is no speck of doubt about the fact that Debabrat Nayak one of the brother of the petitioner was also working with the respondent company who was relieved from his duties. Therefore, the apprehension raised by the petitioner that he did not join his duties as he would be beaten up by a person kept by the company in case he join the duty cannot be called into question a mere gossip. At the cost of repetition, the respondent has miserably failed to prove abandonment on record.

22. The defence of the respondent is also to the effect that the petitioner had left the job out of his own sweet will and thereafter abandoned the job. Though, the respondent has placed on record the attendance report for the years 2018 to 2021 wherein the attendance of the petitioner was marked as absented. The case of the petitioner is that his services were terminated on 24-10-2017 without issuing any notice or making payment of compensation. No warning letter or chargesheet

was issued to him. It is no longer res-intergra that even in a case of unauthorized absenteeism or to prove abandonment of service on the part of the workman, the management must place on record necessary material/proof to substantiate their plea. The management required to prove that enough efforts were made by it to call upon the petitioner to resume back his duties and the petitioner/claimant has exhibited his clear reluctance for resuming back his duty.

23. *Verily*, I would like to refer to the judgment rendered by the Hon'ble Apex Court in case titled as **G. T. Lad vs. Chemicals and Fibres of India 1979 (1) SCC 590** that to constitute abandonment there must be total or complete giving up of duties so as to indicate an intention not to resume the same. Thus, whether there has been a voluntary abandonment of service or not is a question of fact which has to be determined in the light of the surrounding circumstances of each case. It must be total and under such circumstances as clearly to indicate an absolute relinquishment. The intention may be inferred from the acts and conduct of the party.

24. It has further been held by the Hon'ble Apex Court in **M/s Scooters India Ltd. Vs. M. Mohammad Yaqub 2011 (1) SCC 61** that: "When a workman fails to report for duties, the management cannot presume that the workman has left the job despite being called upon to report failing which his name will be removed from the rolls." It was further held that: The principles of natural justice were required to be followed by giving opportunity to the workman. *Para 12 is relevant and is reproduced as under:*

"The question which then arises is whether the principles of natural justice were followed in this case. As has been set out herein above Mr. Swroop had submitted that the workman had been given an opportunity to join the duty and that he did not join duty even though repeatedly called upon to do so. It is contended that principles of natural justice have been complied with in this case. However, the material on record indicates otherwise. The Labour Court in its award sets out and accepts the respondent's case that he had not been allowed to join duty. The respondent has given evidence that even though he personally met Chief Personnel Officer, he was still not allowed to enter the premises. The evidence is that inspite of slip Ex. W.2, he was prevented from joining duty when he attempted to join duty. The slip Ex. W.2 had been signed by the Security Inspector of the appellant. This showed that the respondent had reported for work. As against this evidence, the appellant has not led any evidence to show that the workman had not report for duty. Even, though the slip Ex. W. 2 had been proved by the workman, the Security Inspector, one Mr. Shukla was not examined by the appellant. Further the evidence of the senior Time Keeper of the appellant established that the appellant had worked for more than 240 days within period of 12 calendar months immediately preceding the date of termination of service. This was proved by a joint inspector report, which was marked as Ext. 45/A. It was on the basis of this material and the evidence that the Labour Court came to the conclusion that there was retrenchment without flowing the provisions of law. As the workman was not allowed to join duty, Standing Orders 9-3-12 could not have been used for terminating his services."

25. Therefore, keeping in view the law laid down by the Hon'ble Apex Court (Supra) and keeping in view the attendant facts and circumstances of the present case, I have no hesitation in coming to the conclusion that the respondent has failed to prove on record that the petitioner had himself abandoned his job and he was afforded reasonable opportunities of being heard rather his services were terminated by the respondent on the ground of alleged abandonment.

26. The Ld. Counsel for the petitioner has contended that the petitioner had worked continuously for six years and had completed more than 240 days in each calendar year. Section

25-B of the Act defines "continuous service". In terms of Sub Section (2) of Section 25-B, if a workman during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer 240 days within a period of one year, he will be deemed to be in continuous service. The burden of proof is on the petitioner to show that he had worked for 240 days in the preceding twelve calendar months prior to his alleged retrenchment. The law on this issue is well settled. In case titled as ***R.M. Yellatty vs. Assistant Executive Engineer, (2006) 1 SCC 106***, it has been laid by the Hon'ble Supreme Court that the burden of proof is on the claimant to show that he had worked for 240 days in a given year.

27. Applying the principles laid down in the above case by the Hon'ble Supreme Court, the evidence produced has to be looked into. It is an admitted case that the petitioner had worked for six years as Assistant Accountant with the respondent company and had completed 240 working days in each calendar year. Therefore, it stand proved on record that the workman/petitioner had worked for the required 240 days of working in the period of twelve calendar months preceding the date of dismissal, he is entitled to take the benefits of the provisions of Section 25-F of the Act. Therefore, the provisions of Section 25-F of the Act are attracted in this case. It is also admitted that before retrenching the services of the petitioner neither any notice nor compensation has been paid to the petitioner as provided under section 25-F of the Act. Therefore, in view of the above discussion, I am satisfied that the workman was terminated illegally and unjustifiably without complying with section 25—F of the Act, which provides as under:

"No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until :

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government for such authority as may be specified by the appropriate Government by notification in the Official Gazette".

28. Thus, the provisions of section 25-F of the Act couched in mandatory form and non-compliance therewith has the result of rendering the order of retrenchment. Admittedly, in the instant case, the respondent has failed to comply with the provisions of section 25-F of the Act which are mandatory in nature before terminating the services of workman who has completed 240 working days in a calendar year.

29. Such being the situation, it can safely be held that that the respondent has contravened the provisions of Section 25-F of the Act. The termination of the services of the petitioner is illegal and unjustified. Therefore, in my humble opinion, the termination of the services of the petitioner without complying with the provisions of the Act, is illegal and unjust.

30. Now, the question is as to what relief, the workman is entitled to? In an authority reported as ***The Workmen of M/s Firestone Tyre & Rubber Co. of India (Pvt.) Ltd. etc. vs. The Management & Ors. 1973 (1) SCC 813***, Hon'ble Supreme Court observed as under:

"10. In a particular case, after setting aside the order of dismissal, whether a workman should be reinstated or paid compensation is, as held by this Court in The

Management of Panitole Tea Estate Vs. The workmen (1971) 1 SCC 742 within the judicial decision of a Labour Court of Tribunal."

31. Similarly, in another authority reported as **Nehru Yuva Kendra Sangathan Vs. Union of India & Ors. 2000 IV AD (Delhi) 709**, Hon'ble Delhi High Court dealt with the question of reinstatement and back wages and observed 28 as under :

"The decision of the Supreme Court rendered in the 1970s and 1980s that reinstatement with back wages was the norm in cases where the termination of the services of the workman was held inoperative. The decisions rendered in the 1990s, including the decision of the Constitution Bench in the Punjab Land Development and Reclamation Corporation Ltd., Chandigarh seem to suggest that compensation in lieu of reinstatement and back wages is now the norm. In any case, since I am bound to follow the decision of the Constitution Bench, I, therefore, conclude that reinstatement is not the inevitable consequence of quashing an order of termination; compensation can be awarded in lieu of reinstatement and back wages."

32. Considering the facts of this case, I am persuaded to award compensation in lieu of reinstatement and back wages to the workman.

33. Similarly, in another authority reported as **M.L. Binjolkar Vs. State of Madhya Pradesh, 2005 VI (S.C.) 413**, Hon'ble Supreme Court observed in paragraph 7 as under :

"Though the High Court has not specifically dealt with the question as to what would be the appropriate quantum, keeping in view the law laid down by this Court in various cases e.g. Hindustan Motors Ltd. Vs. Tapanj Kumar Bhattacharya & Anr. [2002 (6) SCC 41], Rajendra Prasad Arya Vs. State of Bihar [200 (9) SCC 514], Sonapat Co-operative Sugar Mills Ltd. Vs. Ajit Singh (2005 (3) SCC 232), Haryana State Cooperative Land Development Bank Vs. Neelam [2005 (5) SCC 91], Manager, Reserve Bank of India, Bangalore Vs. S. Mani & Ors. [2005 (5) SCC 100] and Allahabad Jal Sansthan Vs. Daya Shankar Rai & Anr. [2005 (5) SCC 124], we do not find any scope for interference. The earlier view was that whenever there is interference with the order of termination or retirement, full back wages were the natural corollary. It has been laid down in the cases noted above that it would depend upon several factors and the court has to weigh the pros and cons of each case and to take a pragmatic view."

34. Similarly, in another authority reported as **U.P. State Brassware Corporation Limited and another Vs. Uday Narain Pandey, (2006) 1 SCC 479**, wherein the Hon'ble Supreme Court, observed as under:

"A Division Bench of this Court in M.L. Binjolkar v. State of M.P. (2005) 6 SCC 224, referring to a large number of decisions, held as under:

"The earlier view was that whenever there is interference with the order of termination or retirement, full back wages were the natural corollary. It has been laid down in the cases noted above that it would depend upon several factors and the Court has to weigh the pros and cons of each case and to take a pragmatic view."

35. The petitioner had worked with the respondent company from the year 2011 till 24-10-2017 continuously for about six years.

36. Considering the fact that the petitioner was a permanent employee of the respondent company and his services have been terminated on the ground of abandonment, I deem it proper that reinstatement would not be proper and instead compensation would be a better alternative. Considering the fact on the file, I deem it proper that lump sum compensation of ₹ 75,000/- (₹ Seventy Five Thousand only) would be appropriate and would meet the ends of justice. I, accordingly, grant lump sum compensation of ₹ 75,000/- (₹ Seventy Five Thousand only) to the workman, to be paid by the management within one month of the publication of the award, failing which interest at the rate of 9% (nine percent) would be payable by the management to the workman. Accordingly, both these issues are decided in favour of the petitioner and against the respondent.

Issue No. 3.

37. In order to prove this issue no specific evidence has been led by the respondent which could go to show as to show the present claim petition is neither competent nor maintainable. Moreover, in view of my findings on issues No. 1 and 2, above, I find nothing wrong with this petition which is perfectly maintainable. Accordingly, this issue is decided in favour of the petitioner and against the respondent.

Relief :

38. As a sequel to my above discussion and findings on issues No. 1 to 3, the claim of the petitioner succeeds and is hereby partly allowed. Resultantly, the respondent company is directed to pay lump sum compensation of ₹ 75,000/- (₹ Seventy Five Thousand only) to the workman/petitioner, within a period of one month of the publication of the award, failing which interest at the rate of 9% (nine percent) would be payable by the respondent to the workman. Let a copy of this award be communicated to the appropriate government for publication in official gazette. File, after completion, be consigned to records.

Ordered accordingly.

Announced in the open Court today this 7th day of April, 2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

REENA KUMARI VS. M/s SIRMOUR RUGS PVT. LTD.

Reference No. 162 of 2018

Vide separate office order, this case is being taken up today.

8-4-2022

Present:— Petitioner in person with Ms. Kumud Thakur, Advocate.
Respondent in person with Shri Vivek Sharma, Advocate.
Shri Nitin Sony, ADA for respondent No. 2.

Heard. Record perused.

Vide notification dated 21-8-2018, the appropriate government has sent the reference to this Court qua the termination of the services of Smt. Reena Kumari by the respondents i.e. contractor and principal employers w.e.f. 17-7-2017 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute arose between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 162 of 2018, which stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Ms. Reena Kumari (Petitioner) that she has raised industrial dispute before the Court qua her termination w.e.f. 17-7-2017 without complying with the provisions of the Industrial Disputes Act, 1947. Since, the matter stood amicably settled as a result of which the respondent has paid a sum of Rs. 30,000/- as full & final amount as per amicable settlement. The payment has been duly received by her which is due against the respondent. To this effect, here statement recorded separately. Shri Dilshad Ansari, respondent vide separate statement has stated that the industrial dispute raised by the petitioner stood amicably settled as a result of which he has paid a sum of Rs. 30,000/- to the petitioner as full and final settlement and now nothing is due. Since, the matter stood amicably resolved between the parties, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled, to which she has been paid a sum of Rs. 30,000/- towards full & final settlement. The amount has been paid to the petitioner in the Court itself in front of me. The reference is answered accordingly and the award is passed as per the statements of both the parties which shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

**Announced:
8-4-2022.**

Sd/-
(RAJESH TOMAR),
*Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.
Camp at Solan.*

Dharam Singh Vs. Hotel Marigold Sarovar Partico, Shimla

Reference No. 159 of 2018

25-4-2022

Present:— Petitioner in person with Shri Khushi Ram Verma, Advocate.
Shri Rahul Mahajan, Advocate with Shri Virbahadur Singh Kanwar, HR Executive for respondent.

Heard. Record perused.

Vide notification dated 27-6-2018, the appropriate government has sent the reference to this Court qua the termination of the services of Shri Dharam Singh S/o late Shri Bhagat Ram by the respondent i.e. Hotel marigold Sarovar Partico w.e.f. 25-8-2017 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute arose between the parties on account of the reference received from the appropriate government, which was duly registered with

this office, as Reference Petition No. 160 of 2018, which stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri Dharam Singh (Petitioner) that he has raised industrial dispute before the Court qua his termination w.e.f. 25-8-2017 without complying with the provisions of the Industrial Disputes Act, 1947. Since, the matter stood amicably resolved by way of amicable settlement as a result of which the respondent has paid a sum of Rs. 60,000/- (Rs. Sixty Thousand only) as full & final amount as per amicable settlement. The payment has been duly received by him through cheque No. 964940 dated 30-4-2022 of State Bank of India. To this effect, his statement has been recorded separately. Shri Virbhadar Kanwar, Assistant Manager, HR with the respondent Hotel vide separate statement has stated that the industrial dispute raised by the petitioner stood amicably settled as a result of which he has been paid a sum of Rs. 60,000/- to the petitioner as full and final settlement and now nothing is due.

Since, the matter stood amicably resolved between the parties, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled, to which she has been paid a sum of Rs. 60,000/- through cheque towards full & final settlement. The amount through cheque has been paid to the petitioner in the Court itself in front of me. The reference is answered accordingly and the award is passed as per the statements of both the parties. The statements of both the parties i.e. Shri Dharam Singh (petitioner) and Shri Virbhadar Singh Kanwar (Assistant Manager, HR), authority letter Ex. PA and copy of cheque mark R-1, shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
25-4-2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Khem Raj Vs. Hotel Marigold Sarovar Partico, Shimla

Reference No. 160 of 2018

25-4-2022

Present:— Petitioner in person with Shri Khushi Ram Verma, Advocate.
Shri Rahul Mahajan, Advocate with Shri Virbahadur Singh Kanwar, HR Executive for respondent.

Heard. Record perused.

Vide notification dated 27-6-2018, the appropriate government has sent the reference to this Court qua the termination of the services of Shri Khem Raj s/o late Shri Narender Kumar by the respondent i.e. Hotel marigold Sarovar Partico w.e.f. 25-8-2017 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute arose between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 160 of 2018, which stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri Khem Raj (Petitioner) that he has raised industrial dispute before the Court qua his termination w.e.f. 25-8-2017 without complying with the

provisions of the Industrial Disputes Act, 1947. Since, the matter stood amicably resolved by way of amicable settlement as a result of which the respondent has paid a sum of Rs. 60,000/- (Rs. Sixty Thousand only) as full & final amount as per amicable settlement. The payment has been duly received by him through cheque No. 964941 dated 30-4-2022 of State Bank of India. To this effect, his statement has been recorded separately. Shri Virbhadar Kanwar, Assistant Manager, HR with the respondent Hotel vide separate statement has stated that the industrial dispute raised by the petitioner stood amicably settled as a result of which he has been paid a sum of Rs. 60,000/- to the petitioner as full and final settlement and now nothing is due.

Since, the matter stood amicably resolved between the parties, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled, to which she has been paid a sum of Rs. 60,000/- through cheque towards full & final settlement. The amount through cheque has been paid to the petitioner in the Court itself in front of me. The reference is answered accordingly and the award is passed as per the statements of both the parties. The statements of both the parties i.e. Shri Khem Raj (petitioner) and Shri Virbhadar Singh Kanwar (Assistant Manager, HR), authority letter Ex. PA and copy of cheque mark R-1, shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

**Announced:
25-4-2022.**

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Devinder Thakur Vs. AP Securities New Dehi.

Reference No. 70 of 2010.

26-4-2022

Present:— Shri Atul Verma, Advocate vice csl. for the petitioner.
Shri Hardeep Verma, Advocate for respondent.

Heard. Record perused.

Vide notification dated 28-4-2010, the following reference has been received qua the action of the respondent management to not allow petitioner to resume his duty w.e.f. 28-2-2008 to be improper and unjustified:

“Whether the action of management of M/s AP Securities (P) Ltd. APS House No. 10, DDA Complex, Nangal Raya, New Dehli, 1100146 to not allow Shri Devinder Thakur s/o late Shri Bhagat Ram to resume his duty w.e.f. 28-2-2008, is proper and justified? If not, what relief of service benefits the above named workman is entitled to?”

The aforesaid reference has been registered with this officer as Reference No. 70 of 2010. It is particular to mention that the said reference was decided vide award dated 7-11-2012. Thereafter, the petitioner filed an application under order 9 Rule 9 read with section 151 of Code of Civil

Procedure for restoration of the reference dismissed in default on 7-11-2012 and in the alternative under order 47 Rule 1 of the Code of Civil Procedure for the review of the order passed in the said reference on 7-11-2012. The said application was allowed by this Court vide order dated 7-5-2022 in view of no objection pleaded from the side of the opposite party as such the reference No. 70 of 2010 was ordered to be restored to its original number. The reference has been listed for today before this Court. The perusal of case record would reveal that my Ld. Predecessor Shri Purender Vaidya, the then Presiding Judge of Industrial Tribunal-cum-Labour Court vide award dated 7-11-2012 in case titled as Devinder Thakur Vs. M/s AP Securities gave a detailed finding through the award as a result of which it was **held that the petitioner could not prove that the action of the respondent not allowing him to resume his duties w.e.f. 28-2-2008 is improper and unjustified and as such the claim petition is hereby dismissed. As a result the petitioner is not entitled to any service benefits, hence, the reference is answered in affirmative.**

Since, the matter has been decided on merits, therefore it is a case of misnomer whereby the award passed by this Court by deciding the industrial dispute on merits has been treated as the reference to be dismissed in default which is apparently wrong and incorrect. Since, the matter has been decided on merits, I have left with no option to consign the reference petition No. 70 of 2010 to records.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Shiv Kumar Vs. The Occupier, Swan Aluminums Pvt. Ltd.

Reference No. 12 of 2022

26-4-2022

Present:— Shri J.C Bhardwaj, AR for the petitioner.
Shri M.A Safee, Advocate for respondent.

Heard. Record perused.

Vide notification dated 15-7-2021, the appropriate government has sent the present reference to this Court qua the termination of the services of Shri Shiv Kumar s/o Shri Hans Raj by the respondent i.e. The Factory Manager, M/s Swan Aluminums Pvt. Ltd. w.e.f. 26-8-2020 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute had arisen between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 12 of 2022. It is particular to point out here that the said reference stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri J.C. Bhardwaj, AR for the petitioner that the parties have reached to the stage of an amicable settlement directly with the respondent company, to which the petitioner has been paid full & final amount as per the memorandum of settlement. To this effect, his statement recorded separately. On the other hand, Shri M.A. Safee, Advocate for the respondent company vide his separate statement has stated at the bar that the matter stood amicably resolved between the parties, as per the **memorandum of settlement dated 29-6-2021 Mark P-1**. As per the memorandum of settlement **a sum of ₹ 78,395/- (₹ Seventy Eight Thousand Three Hundred Ninety Five only)** has been paid to the petitioner as full & final payment.

Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. **Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated.** The reference is answered accordingly and the award is passed as per the statements of both the parties and memorandum of settlement Mark P-1 which shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

**Announced:
26-4-2022.**

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Ankaj Kumar Vs. The Occupier, Swan Aluminums Pvt. Ltd.

Reference No. 13 of 2022

26-4-2022

Present:— Shri J. C. Bhardwaj, AR for the petitioner.
Shri M.A. Safee, Advocate for respondent.

Heard. Record perused.

Vide notification dated 15-7-2021, the appropriate government has sent the present reference to this Court qua the termination of the services of Shri Ankaj Kumar s/o Shri Ramesh Chand by the respondent i.e. The Factory Manager, M/s Swan Aluminums Pvt. Ltd. w.e.f. 26-8-2020 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute had arisen between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 13 of 2022. It is particular to point out here that the said reference stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri J.C Bhardwaj, AR for the petitioner that the parties have reached to the stage of an amicable settlement directly with the respondent company, to which the petitioner has been paid full & final amount as per the memorandum of settlement. To this effect, his statement recorded separately. On the other hand, Shri M.A Safee, Advocate for the respondent company vide his separate statement has stated at the bar that the matter stood amicably resolved between the parties, as per the **memorandum of settlement dated 29-6-2021 Mark P-1.** As per the memorandum of settlement **a sum of ₹ 93,939/- (₹ Ninty Three Thousand Nine Hundred Thirty Nine only)** has been paid to the petitioner as full & final payment.

Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. **Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated.** The reference is answered accordingly and the award is passed as per the statements of both the parties and memorandum of settlement Mark P-1 which shall form part and parcel of this award. Let a copy of this award be communicated to the

appropriate government for publication in the official gazette. File, after completion, be consigned to records.

**Announced:
26-4-2022.**

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Prem Chand Vs. The Occupier, Swan Aluminums Pvt. Ltd.

Reference No. 14 of 2022

26-4-2022

Present:— Shri J.C. Bhardwaj, AR for the petitioner.
Shri M.A Safee, Advocate for respondent.

Heard. Record perused.

Vide notification dated 15-7-2021, the appropriate government has sent the present reference to this Court qua the termination of the services of Shri Prem Chand s/o Shri Dwarka Dass by the respondent i.e. The Factory Manager, M/s Swan Aluminums Pvt. Ltd. w.e.f. 26-8-2020 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute had arisen between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 14 of 2022. It is particular to point out here that the said reference stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri J.C Bhardwaj, AR for the petitioner that the parties have reached to the stage of an amicable settlement directly with the respondent company, to which the petitioner has been paid full & final amount as per the memorandum of settlement. To this effect, his statement recorded separately. On the other hand, Shri M.A Safee, Advocate for the respondent company vide his separate statement has stated at the bar that the matter stood amicably resolved between the parties, as per the **memorandum of settlement dated 29-6-2021 Mark P-1**. As per the memorandum of settlement **a sum of ₹ 89,509/- (₹ Eighty Nine Thousand Five Hundred Nine only)** has been paid to the petitioner as full & final payment.

Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. **Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated.** The reference is answered accordingly and the award is passed as per the statements of both the parties and memorandum of settlement Mark P-1 which shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

**Announced:
26-4-2022.**

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Lekh Raj Vs. The Occupier, Swan Aluminums Pvt. Ltd.

Reference No. 15 of 2022

26-4-2022

Present:— Shri J.C. Bhardwaj, AR for the petitioner.
Shri M.A Safee, Advocate for respondent.

Heard. Record perused.

Vide notification dated 15-7-2021, the appropriate government has sent the present reference to this Court qua the termination of the services of Shri Lekh Raj s/o Shri Karam Chand by the respondent i.e. The Factory Manager, M/s Swan Aluminums Pvt. Ltd. *w.e.f.* 26-8-2020 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute had arisen between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 15 of 2022. It is particular to point out here that the said reference stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri J.C. Bhardwaj, AR for the petitioner that the parties have reached to the stage of an amicable settlement directly with the respondent company, to which the petitioner has been paid full & final amount as per the memorandum of settlement. To this effect, his statement recorded separately. On the other hand, Shri M.A. Safee, Advocate for the respondent company vide his separate statement has stated at the bar that the matter stood amicably resolved between the parties, as per the **memorandum of settlement dated 29-6-2021 Mark P-1**. As per the memorandum of settlement **a sum of ₹ 2,10,284/- (₹ Two Lacs Ten Thousand Two Hundred Eighty Four only)** has been paid to the petitioner as full & final payment.

Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. **Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated.** The reference is answered accordingly and the award is passed as per the statements of both the parties and memorandum of settlement Mark P-1 which shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

**Announced:
26-4-2022.**

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Heera Lal Vs. The Occupier, Swan Aluminums Pvt. Ltd.**Reference No. 16 of 2022****26-4-2022**

Present:— Shri J.C Bhardwaj, AR for the petitioner.
Shri M.A Safee, Advocate for respondent.

Heard. Record perused.

Vide notification dated 15-7-2021, the appropriate government has sent the present reference to this Court qua the termination of the services of Shri Heera Lal s/o Shri Data Ram by the respondent i.e. The Factory Manager, M/s Swan Aluminums Pvt. Ltd. w.e.f. 26-8-2020 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute had arisen between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 16 of 2022. It is particular to point out here that the said reference stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri J.C. Bhardwaj, AR for the petitioner that the parties have reached to the stage of an amicable settlement directly with the respondent company, to which the petitioner has been paid full & final amount as per the memorandum of settlement. To this effect, his statement recorded separately. On the other hand, Shri M.A. Safee, Advocate for the respondent company vide his separate statement has stated at the bar that the matter stood amicably resolved between the parties, as per the **memorandum of settlement dated 29-6-2021 Mark P-1**. As per the memorandum of settlement a sum of ₹ 1,98,038/- (₹ One Lacs Ninety Eight Thousand Thirty Eight only) has been paid to the petitioner as full & final payment.

Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. **Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated.** The reference is answered accordingly and the award is passed as per the statements of both the parties and memorandum of settlement Mark P-1 which shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:**26-4-2022.**

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Ravi Kumar Vs. The Occupier, Swan Aluminums Pvt. Ltd.**Reference No. 157 of 2021****26-4-2022**

Present:— Shri J.C Bhardwaj, AR for the petitioner.
Shri M.A Safee, Advocate for respondent.

Heard. Record perused.

Vide notification dated 5-8-2021, the appropriate government has sent the present reference to this Court qua the termination of the services of Shri Ravi Kumar s/o Shri Mukhtira Ram by the respondent i.e. The Factory Manager, M/s Swan Aluminums Pvt. Ltd. w.e.f. 26-8-2020 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute had arisen between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 157 of 2021. It is particular to point out here that the said reference stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri J.C Bhardwaj, AR for the petitioner that the parties have reached to the stage of an amicable settlement directly with the respondent company, to which the petitioner has been paid full & final amount as per the memorandum of settlement. To this effect, his statement recorded separately. On the other hand, Shri M. A Safee, Advocate for the respondent company vide his separate statement has stated at the bar that the matter stood amicably resolved between the parties, as per the **memorandum of settlement dated 29-6-2021 Mark P-1**. As per the memorandum of settlement **a sum of ₹ 58,940/- (₹ Fifty Eight Thousand Nine Hundred Forty only)** has been paid to the petitioner as full & final payment.

Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. **Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated.** The reference is answered accordingly and the award is passed as per the statements of both the parties and memorandum of settlement Mark P-1 which shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

**Announced:
26-4-2022.**

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Lok Raj Vs. The Occupier, Swan Aluminums Pvt. Ltd.

Reference No. 158 of 2021

26-4-2022

Present:— Shri J.C Bhardwaj, AR for the petitioner.
Shri M.A Safee, Advocate for respondent.

Heard. Record perused.

Vide notification dated 5-8-2021, the appropriate government has sent the present reference to this Court qua the termination of the services of Shri Lok Raj s/o Shri Jeet Lal by the respondent i.e. The Factory Manager, M/s Swan Aluminums Pvt. Ltd. w.e.f. 26-8-2020 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and

unjustified. On receiving the said reference, an Industrial Dispute had arisen between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 158 of 2021. It is particular to point out here that the said reference stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri J.C. Bhardwaj, AR for the petitioner that the parties have reached to the stage of an amicable settlement directly with the respondent company, to which the petitioner has been paid full & final amount as per the memorandum of settlement. To this effect, his statement recorded separately. On the other hand, Shri M.A Safee, Advocate for the respondent company vide his separate statement has stated at the bar that the matter stood amicably resolved between the parties, as per the **memorandum of settlement dated 29-6-2021 Mark P-1**. As per the memorandum of settlement a **sum of ₹ 103059/- (₹ One Lacs Three Thousand Fifty Nine only)** has been paid to the petitioner as full & final payment.

Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. **Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated.** The reference is answered accordingly and the award is passed as per the statements of both the parties and memorandum of settlement Mark P-1 which shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

**Announced:
26-4-2022.**

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Rajinder Singh Vs. The Occupier, Swan Aluminums Pvt. Ltd.

Reference No. 159 of 2021

26-4-2022

Present:— Shri J.C. Bhardwaj, AR for the petitioner.
Shri M.A. Safee, Advocate for respondent.

Heard. Record perused.

Vide notification dated 3-8-2021, the appropriate government has sent the present reference to this Court qua the termination of the services of Shri Rajinder Singh s/o Shri Ram Lal by the respondent i.e. The Factory Manager, M/s Swan Aluminums Pvt. Ltd. w.e.f. 26-8-2020 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute had arisen between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 159 of 2021. It is particular to point out here that the said reference stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri J.C Bhardwaj, AR for the petitioner that the parties have reached to the stage of an amicable settlement directly with the respondent company, to which the petitioner has been paid

full & final amount as per the memorandum of settlement. To this effect, his statement recorded separately. On the other hand, Shri M.A Safee, Advocate for the respondent company vide his separate statement has stated at the bar that the matter stood amicably resolved between the parties, as per the **memorandum of settlement dated 29-6-2021 Mark P-1**. As per the memorandum of settlement **a sum of ₹ 266512/- (₹ Two Lacs Sixty Six Thousand Five Hundred Twelve only)** has been paid to the petitioner as full & final payment.

Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. **Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated.** The reference is answered accordingly and the award is passed as per the statements of both the parties and memorandum of settlement Mark P-1 which shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

**Announced:
26-4-2022.**

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Kailash Kumar Vs. The Occupier, Swan Aluminums Pvt. Ltd.

Reference No. 259 of 2021

26-4-2022

Present:— Shri J.C Bhardwaj, AR for the petitioner.
Shri M.A Safee, Advocate for respondent.

Heard. Record perused.

Vide notification dated 3-8-2021, the appropriate government has sent the present reference to this Court qua the termination of the services of Shri Kailash Kumar s/o Shri Desh Raj by the respondent i.e. The Factory Manager, M/s Swan Aluminums Pvt. Ltd. w.e.f. 26-8-2020 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute had arisen between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 259 of 2021. It is particular to point out here that the said reference stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri J.C. Bhardwaj, AR for the petitioner that the parties have reached to the stage of an amicable settlement directly with the respondent company, to which the petitioner has been paid full & final amount as per the memorandum of settlement. To this effect, his statement recorded separately. On the other hand, Shri M.A Safee, Advocate for the respondent company vide his separate statement has stated at the bar that the matter stood amicably resolved between the parties, as per the **memorandum of settlement dated 29-6-2021 Mark P-1**. As per the memorandum of settlement **a sum of ₹ 196288/- (₹ One Lacs Ninety Six Thousand Two Hundred Eighty Eight only)** has been paid to the petitioner as full & final payment.

Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. **Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated.** The reference is answered accordingly and the award is passed as per the statements of both the parties and memorandum of settlement Mark P-1 which shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

**Announced:
26-4-2022.**

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Hem Raj Vs. The Occupier, Swan Aluminums Pvt. Ltd.

Reference No. 260 of 2021

26-4-2022

Present:— Shri J.C. Bhardwaj, AR for the petitioner.
Shri M.A Safee, Advocate for respondent.

Heard. Record perused.

Vide notification dated 3-8-2021, the appropriate government has sent the present reference to this Court qua the termination of the services of Shri Hem Raj s/o Shri Rattan Singh by the respondent i.e. The Factory Manager, M/s Swan Aluminums Pvt. Ltd. w.e.f. 26-8-2020 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute had arisen between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 260 of 2021. It is particular to point out here that the said reference stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri J.C. Bhardwaj, AR for the petitioner that the parties have reached to the stage of an amicable settlement directly with the respondent company, to which the petitioner has been paid full & final amount as per the memorandum of settlement. To this effect, his statement recorded separately. On the other hand, Shri M.A Safee, Advocate for the respondent company vide his separate statement has stated at the bar that the matter stood amicably resolved between the parties, as per the **memorandum of settlement dated 29-6-2021 Mark P-1**. As per the memorandum of settlement **a sum of ₹ 81616/- (₹ Eighty One Thousand Six Hundred Sixteen only)** has been paid to the petitioner as full & final payment.

Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. **Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated.** The reference is answered accordingly and the award is passed as per the statements of both the parties and memorandum of settlement Mark P-1 which shall form part and parcel of this award. Let a copy of this award be communicated to the

appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
26-4-2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Shiv Charan Vs. The Occupier, Swan Aluminums Pvt. Ltd.

Reference No. 261 of 2021

26-4-2022

Present:— Shri J.C. Bhardwaj, AR for the petitioner.
Shri M.A Safee, Advocate for respondent.

Heard. Record perused.

Vide notification dated 3-8-2021, the appropriate government has sent the present reference to this Court qua the termination of the services of Shri Shiv Charan s/o Shri Gopal Chand by the respondent i.e. The Factory Manager, M/s Swan Aluminums Pvt. Ltd. w.e.f. 26-8-2020 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute had arisen between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 261 of 2021. It is particular to point out here that the said reference stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri J. C. Bhardwaj, AR for the petitioner that the parties have reached to the stage of an amicable settlement directly with the respondent company, to which the petitioner has been paid full & final amount as per the memorandum of settlement. To this effect, his statement recorded separately. On the other hand, Shri M.A Safee, Advocate for the respondent company vide his separate statement has stated at the bar that the matter stood amicably resolved between the parties, as per the **memorandum of settlement dated 29-6-2021 Mark P-1**. As per the memorandum of settlement **a sum of ₹ 2,31,378/- (₹ Two Lacs Thirty One Thousand Three Hundred Seventy Eight only)** has been paid to the petitioner as full & final payment.

Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. **Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated.** The reference is answered accordingly and the award is passed as per the statements of both the parties and memorandum of settlement Mark P-1 which shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
26-4-2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Sharwan Kumar Vs. The Occupier, Swan Aluminums Pvt. Ltd.**Reference No. 262 of 2021****26-4-2022**

Present:— Shri J.C. Bhardwaj, AR for the petitioner.
Shri M.A. Safee, Advocate for respondent.

Heard. Record perused.

Vide notification dated 23-7-2021, the appropriate government has sent the present reference to this Court qua the termination of the services of Shri Sharwan Kumar s/o Shri Kirat Ram by the respondent *i.e.* The Factory Manager, M/s Swan Aluminums Pvt. Ltd. w.e.f. 26-8-2020 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute had arisen between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 262 of 2021. It is particular to point out here that the said reference stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri J.C. Bhardwaj, AR for the petitioner that the parties have reached to the stage of an amicable settlement directly with the respondent company, to which the petitioner has been paid full & final amount as per the memorandum of settlement. To this effect, his statement recorded separately. On the other hand, Shri M.A Safee, Advocate for the respondent company vide his separate statement has stated at the bar that the matter stood amicably resolved between the parties, as per the **memorandum of settlement dated 29-6-2021 Mark P-1**. As per the memorandum of settlement **a sum of ₹ 2,38,838/- (₹ Two Lacs Thirty Eight Thousand Eight Hundred Thirty Eight only)** has been paid to the petitioner as full & final payment.

Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. **Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated.** The reference is answered accordingly and the award is passed as per the statements of both the parties and memorandum of settlement Mark P-1 which shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:**26-4-2022.**

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Dilu Mohd. Vs. The Occupier, Swan Aluminums Pvt. Ltd.**Reference No. 263 of 2021****26-4-2022**

Present:— Shri J.C. Bhardwaj, AR for the petitioner.
Shri M.A Safee, Advocate for respondent.

Heard. Record perused.

Vide notification dated 15-7-2021, the appropriate government has sent the present reference to this Court qua the termination of the services of Shri Dilu Mohd. s/o Shri Mustak Mohd. by the respondent i.e. The Factory Manager, M/s Swan Aluminums Pvt. Ltd. w.e.f. 26-8-2020 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute had arisen between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 263 of 2021. It is particular to point out here that the said reference stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri J.C Bhardwaj, AR for the petitioner that the parties have reached to the stage of an amicable settlement directly with the respondent company, to which the petitioner has been paid full & final amount as per the memorandum of settlement. To this effect, his statement recorded separately. On the other hand, Shri M.A. Safee, Advocate for the respondent company vide his separate statement has stated at the bar that the matter stood amicably resolved between the parties, as per the **memorandum of settlement dated 29-6-2021 Mark P-1**. As per the memorandum of settlement **a sum of ₹ 192554/- (₹ One Lacs Ninety Two Thousand Five Hundred Fifty four only)** has been paid to the petitioner as full & final payment.

Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. **Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated.** The reference is answered accordingly and the award is passed as per the statements of both the parties and memorandum of settlement Mark P-1 which shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

**Announced:
26-4-2022.**

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Raj Kumar Vs. The Occupier, Swan Aluminums Pvt. Ltd.

Reference No. 264 of 2021

26-4-2022

Present:— Shri J.C. Bhardwaj, AR for the petitioner.
Shri M.A. Safee, Advocate for respondent.

Heard. Record perused.

Vide notification dated 15-7-2021, the appropriate government has sent the present reference to this Court qua the termination of the services of Shri Raj Kumar s/o Shri Nikka Ram by the respondent i.e. The Factory Manager, M/s Swan Aluminums Pvt. Ltd. w.e.f. 26-8-2020 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the

petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute had arisen between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 264 of 2021. It is particular to point out here that the said reference stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri J.C. Bhardwaj, AR for the petitioner that the parties have reached to the stage of an amicable settlement directly with the respondent company, to which the petitioner has been paid full & final amount as per the memorandum of settlement. To this effect, his statement recorded separately. On the other hand, Shri M.A. Safee, Advocate for the respondent company vide his separate statement has stated at the bar that the matter stood amicably resolved between the parties, as per the **memorandum of settlement dated 29-6-2021 Mark P-1**. As per the memorandum of settlement **a sum of ₹ 82136/- (₹ Eighty Two Thousand One Hundred Thirty Six only)** has been paid to the petitioner as full & final payment.

Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. **Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated.** The reference is answered accordingly and the award is passed as per the statements of both the parties and memorandum of settlement Mark P-1 which shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

**Announced:
26-4-2022.**

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Mintu Kumar Vs. The Occupier, Swan Aluminums Pvt. Ltd.

Reference No. 265 of 2021

26-4-2022

Present:— Shri J.C Bhardwaj, AR for the petitioner.
Shri M.A Safee, Advocate for respondent.

Heard. Record perused.

Vide notification dated 3-8-2021, the appropriate government has sent the present reference to this Court qua the termination of the services of Shri Mintu Kumar s/o Shri Jeet Lal by the respondent i.e. The Factory Manager, M/s Swan Aluminums Pvt. Ltd. w.e.f. 26-8-2020 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute had arisen between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 265 of 2021. It is particular to point out here that the said reference stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri J.C. Bhardwaj, AR for the petitioner that the parties have reached to the stage of an amicable settlement directly with the respondent company, to which the petitioner has been paid full & final amount as per the memorandum of settlement. To this effect, his statement recorded

separately. On the other hand, Shri M.A Safee, Advocate for the respondent company vide his separate statement has stated at the bar that the matter stood amicably resolved between the parties, as per the **memorandum of settlement dated 29-6-2021 Mark P-1**. As per the memorandum of settlement **a sum of ₹ 84620/- (₹ Eighty Four Thousand Six Hundred Twenty only)** has been paid to the petitioner as full & final payment.

Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. **Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated.** The reference is answered accordingly and the award is passed as per the statements of both the parties and memorandum of settlement Mark P-1 which shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

**Announced:
26-4-2022.**

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Kaldhan Singh Vs. The Occupier, Swan Aluminums Pvt. Ltd.

Reference No. 266 of 2021

26-4-2022

Present:— Shri J.C. Bhardwaj, AR for the petitioner.
Shri M.A Safee, Advocate for respondent.

Heard. Record perused.

Vide notification dated 6-8-2021, the appropriate government has sent the present reference to this Court qua the termination of the services of Shri Kaldhan Singh s/o Shri Vikrmo Singh by the respondent i.e. The Factory Manager, M/s Swan Aluminums Pvt. Ltd. w.e.f. 26-8-2020 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute had arisen between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 266 of 2021. It is particular to point out here that the said reference stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri J.C. Bhardwaj, AR for the petitioner that the parties have reached to the stage of an amicable settlement directly with the respondent company, to which the petitioner has been paid full & final amount as per the memorandum of settlement. To this effect, his statement recorded separately. On the other hand, Shri M.A. Safee, Advocate for the respondent company vide his separate statement has stated at the bar that the matter stood amicably resolved between the parties, as per the **memorandum of settlement dated 29-6-2021 Mark P-1**. As per the memorandum of settlement **a sum of ₹ 1,19,994/- (₹ One Lacs Nineteen Thousand Nine Hundred Ninety Four only)** has been paid to the petitioner as full & final payment.

Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. **Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated.** The reference is answered accordingly and the award is passed as per the statements of both the parties and memorandum of settlement Mark P-1 which shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

**Announced:
26-4-2022.**

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Pushvinder Singh Vs. The Occupier, Swan Aluminums Pvt. Ltd.

Reference No. 267 of 2021

26-4-2022

Present:— Shri J.C. Bhardwaj, AR for the petitioner.
Shri M.A Safee, Advocate for respondent.

Heard. Record perused.

Vide notification dated 6-8-2021, the appropriate government has sent the present reference to this Court qua the termination of the services of Shri Pushvinder Singh s/o Shri Virender Singh by the respondent i.e. The Factory Manager, M/s Swan Aluminums Pvt. Ltd. w.e.f. 10-8-2020 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute had arisen between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 267 of 2021. It is particular to point out here that the said reference stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri J.C Bhardwaj, AR for the petitioner that the parties have reached to the stage of an amicable settlement directly with the respondent company, to which the petitioner has been paid full & final amount as per the memorandum of settlement. To this effect, his statement recorded separately. On the other hand, Shri M.A. Safee, Advocate for the respondent company vide his separate statement has stated at the bar that the matter stood amicably resolved between the parties, as per the **memorandum of settlement dated 29-6-2021 Mark P-1**. As per the memorandum of settlement **a sum of ₹ 175776/- (₹ One Lacs Seventy Five Thousand Seven Hundred Seventy Six only)** has been paid to the petitioner as full & final payment.

Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. **Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated.** The reference is answered accordingly and the award is passed as per the statements of both the parties and memorandum of settlement Mark P-1 which

shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
26-4-2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Chaman Lal Vs. The Occupier, Swan Aluminums Pvt. Ltd.

Reference No. 268 of 2021

26-4-2022

Present:— Shri J.C. Bhardwaj, AR for the petitioner.
Shri M.A. Safee, Advocate for respondent.

Heard. Record perused.

Vide notification dated 3-8-2021, the appropriate government has sent the present reference to this Court qua the termination of the services of Shri Chaman Lal s/o Shri Gita Ram by the respondent i.e. The Factory Manager, M/s Swan Aluminums Pvt. Ltd. w.e.f. 26-8-2020 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute had arisen between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 268 of 2021. It is particular to point out here that the said reference stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri J.C Bhardwaj, AR for the petitioner that the parties have reached to the stage of an amicable settlement directly with the respondent company, to which the petitioner has been paid full & final amount as per the memorandum of settlement. To this effect, his statement recorded separately. On the other hand, Shri M.A. Safee, Advocate for the respondent company vide his separate statement has stated at the bar that the matter stood amicably resolved between the parties, as per the **memorandum of settlement dated 29-6-2021 Mark P-1**. As per the memorandum of settlement **a sum of ₹ 93363/- (₹ Ninety Three Thousand Three Hundred Sixty Three only)** has been paid to the petitioner as full & final payment.

Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. **Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated.** The reference is answered accordingly and the award is passed as per the statements of both the parties and memorandum of settlement Mark P-1 which shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
26-4-2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Vikas Vs. The Occupier, Swan Aluminums Pvt. Ltd.**Reference No. 269 of 2021****26-4-2022**

Present:— Shri J.C. Bhardwaj, AR for the petitioner.
Shri M.A. Safee, Advocate for respondent.

Heard. Record perused.

Vide notification dated 6-8-2021, the appropriate government has sent the present reference to this Court qua the termination of the services of Shri Vikas s/o Shri Kuldeep Singh by the respondent i.e. The Factory Manager, M/s Swan Aluminums Pvt. Ltd. w.e.f. 26-8-2020 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute had arisen between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 269 of 2021. It is particular to point out here that the said reference stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri J. C. Bhardwaj, AR for the petitioner that the parties have reached to the stage of an amicable settlement directly with the respondent company, to which the petitioner has been paid full & final amount as per the memorandum of settlement. To this effect, his statement recorded separately. On the other hand, Shri M.A. Safee, Advocate for the respondent company vide his separate statement has stated at the bar that the matter stood amicably resolved between the parties, as per the **memorandum of settlement dated 29-6-2021 Mark P-1**. As per the memorandum of settlement **a sum of ₹ 98612/- (₹ Ninety Eight Thousand Six Hundred Twelve only)** has been paid to the petitioner as full & final payment.

Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. **Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated.** The reference is answered accordingly and the award is passed as per the statements of both the parties and memorandum of settlement Mark P-1 which shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:**26-4-2022.**

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Som Dutt Vs. The Occupier, Swan Aluminums Pvt. Ltd.**Reference No. 270 of 2021****26-4-2022**

Present:— Shri J.C. Bhardwaj, AR for the petitioner.
Shri M.A. Safee, Advocate for respondent.

Heard. Record perused.

Vide notification dated 5-8-2021, the appropriate government has sent the present reference to this Court qua the termination of the services of Shri Som Dutt s/o Shri Daulat Ram by the respondent i.e. The Factory Manager, M/s Swan Aluminums Pvt. Ltd. w.e.f. 26-8-2020 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the petitioner to be illegal and unjustified. On receiving the said reference, an Industrial Dispute had arisen between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 270 of 2021. It is particular to point out here that the said reference stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri J.C. Bhardwaj, AR for the petitioner that the parties have reached to the stage of an amicable settlement directly with the respondent company, to which the petitioner has been paid full & final amount as per the memorandum of settlement. To this effect, his statement recorded separately. On the other hand, Shri M. A. Safee, Advocate for the respondent company vide his separate statement has stated at the bar that the matter stood amicably resolved between the parties, as per the **memorandum of settlement dated 29-6-2021 Mark P-1**. As per the memorandum of settlement **a sum of ₹ 122708/- (₹ One Lacs Twenty Two Thousand Seven Hundred Eight only)** has been paid to the petitioner as full & final payment.

Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. **Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated.** The reference is answered accordingly and the award is passed as per the statements of both the parties and memorandum of settlement Mark P-1 which shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

**Announced:
26-4-2022.**

Sd/-
(RAJESH TOMAR),
*Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.*

Workers Union Vs. Hindustan Uniliver Ltd.

Reference No. 68 of 2018

28-4-2022

Present:— Shri Mohinder Singh, General Secretary of petitioner union with Shri Chetan Sharma, Advocate.

Shri Ankush Rana, HR Executive with Shri Rajiv Sharma, Advocate for the respondent company.

Heard. Record perused.

Vide notification dated 15-2-2018, the appropriate government has sent the reference to this Court qua the demands raised by the petitioner union vide demand notice dated 26-1-2017 for

fulfilling before the respondent management regarding payment of incentive to the workers as per the long term settlement dated 29-6-2013 to be legal and justified. On receiving the said reference, an Industrial Dispute arose between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition No. 68 of 2018, which stood amicably resolved by way of an amicable settlement. It has been stated at the bar by Shri Mohinder Singh, General Secretary of the petitioner union that as per the demand charter/notice dated 26-1-2017, the demand raised by the President/General Secretary of the workers union for fulfilling before the respondent management regarding payment of incentive to the workers as per the long term settlement dated 29-6-2013, the matter stood amicably resolved inter-se the parties. Shri Mohinder Singh, General Secretary, who appeared in person before this Court has placed on record identity proof i.e. Aadhar Card. According to him, the workers union have settled the dispute with the respondent management as per memorandum of settlement Ex. PB and consent form Ex. PC which bears the signatures of the parties. He has also identified his signatures over the same encircled in red. Since, the matter stood amicably settled between the parties, he prayed that the matter be decided accordingly. To this effect his statement recorded separately.

Vide separate statement, Shri Ankush Rana, HR Executive of respondent company has stated that he has been authorized to depose in this case on behalf of the respondent vide authority letter Ex. PA. He stated that the industrial dispute between the parties which has been registered with this Court as reference No. 68 of 2018 stood amicably settled vide memorandum of settlement dated 28-3-2022 (PB) in order to foster the industrial peace and harmony by mutual gains. All the pending dues were duly paid by the respondent management to the workers. The memorandum of settlement has also been signed by the parties i.e. respondent management and the petitioner union i.e. President (Uttam Chand) and General Secretary (Mohinder Singh). He prayed that the matter may be decided accordingly.

Today, vide separate statement Shri Uttam Chand, President of the workers union has deposed that he is working as President of the workers union since 2014. The workers union vide demand notice dated 26-1-2017 for fulfilling before the management of respondent requested the payment of incentives to the workers, as per long term settlement dated 29-6-2013. The matter stood amicably resolved between the parties vide memorandum of settlement Ex. PB and consent form Ex. PC which bears his signatures. Since, the matter stood amicably resolved, the industrial dispute arisen between the parties may be decided in the aforesaid terms.

In view of the aforesaid statements of the parties and keeping in view the memorandum of settlement (PB), I am satisfied that a lawful compromise has been effected between the parties, hence the reference is answered accordingly and the award is passed as per the statements of all the parties, authority letter (PA), memorandum of settlement (PB), Consent form (PC) and (PD) and letter dated 2-4-2022 (PE) which shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

**Announced:
28-4-2022.**

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

SPECIFIC NOTIFICATION**FINANCE DEPARTMENT****NOTIFICATION***Shimla, the 30th June, 2022*

No. Fin-2-C(12)-1/2022(I).—Government of Himachal Pradesh hereby notifies the sale of Himachal Pradesh Government Stock (Securities) of **8-year** tenure for an aggregate amount of **Rs. 600 Crore** (Nominal). The sale will be subject to the terms and conditions spelt out in this notification (called Specific Notification) as also the terms and conditions specified in the General Notification No. Fin-2-C(12)-11/2003, dated July 20, 2007 of Government of Himachal Pradesh.

Object of the Loan :

1. (i) The Proceeds of the State Government Securities will be utilized for the development programme of the Government of Himachal Pradesh.
- (ii) Consent of Central Government has been obtained to the floatation of this loan as required by Article 293(3) of the Constitution of India.

Method of Issue :

2. Government Stock will be sold through the Reserve Bank of India, Mumbai Office (PDO) Fort, Mumbai-400 001 by auction in the manner as prescribed in paragraph 6.1 of the General Notification No. Fin-2-C(12)-11/2003, dated July 20, 2007 at a coupon rate to be determined by the Reserve Bank of India at the **yield** based auction under multiple price formats.

Allotment to Non-competitive Bidders :

3. The Government Stock up to 10 % of the notified amount of the sale will be allotted to eligible individuals and institutions subject to a maximum limit of 1 % of the notified amount for a single bid as per the Revised Scheme for Non-competitive Bidding Facility in the Auctions of State Government Securities of the General Notification (Annexure-II).

Place and Date of Auction :

4. The auction will be conducted by the Reserve Bank of India, at its Mumbai Office, Fort, Mumbai-400 001 on **July 05, 2022**. Bids for the auction should be submitted in electronic format, on the Reserve Bank of India Core Banking Solution (E-Kuber) system as stated below on **July 05, 2022**:

- (a) The competitive bids shall be submitted electronically on the Reserve Bank of India Core Banking Solution (E-Kuber) system between 10.30 A.M. and 11.30 A.M.
- (b) The non-competitive bids shall be submitted electronically on the Reserve Bank of India Core Banking Solution (E-Kuber) system between 10.30 A.M. and 11.00 A.M.

Result of the Auction :

5. The result of the auction shall be displayed by the Reserve Bank of India on its website on the same day. The payment by successful bidders will be on **July 06, 2022**

Method of Payment :

6. Successful bidders will make payments on **July 06, 2022** before close of banking hours by means of cash, bankers' cheque/pay order, demand draft payable at Reserve Bank of India, Mumbai/New Delhi or a cheque drawn on their account with Reserve Bank of India, Mumbai (Fort)/New Delhi.

Tenure :

7. The Stock will be of **8-year** tenure. The tenure of the Stock will commence on **July 06, 2022**.

Date of Repayment :

8. The loan will be repaid at par on **July 06, 2030**.

Rate of Interest :

9. The cut-off yield determined at the auction will be the coupon rate percent per annum on the Stock sold at the auction. The interest will be paid on **January 06 and July 06**.

Eligibility of Securities :

10. The investment in Government Stock will be reckoned as an eligible investment in Government Securities by banks for the purpose of Statutory Liquidity Ratio (SLR) under section 24 of the Banking Regulation Act, 1949. The stocks will qualify for the ready forward facility.

BY ORDER AND IN THE NAME OF THE GOVERNOR OF HIMACHAL PRADESH

Sd/-

*Principal Secretary to the Government of Himachal Pradesh,
Finance Department.*

SPECIFIC NOTIFICATION**FINANCE DEPARTMENT****NOTIFICATION**

Shimla, the 30th June, 2022

No. Fin-2-C(12)-1/2022(II).—Government of Himachal Pradesh hereby notifies the sale of Himachal Pradesh Government Stock (Securities) of **10-year** tenure for an aggregate amount of **Rs. 400 Crore** (Nominal). The sale will be subject to the terms and conditions spelt out in this notification (called Specific Notification) as also the terms and conditions specified in the General Notification No. Fin-2-C(12)-11/2003, dated July 20, 2007 of Government of Himachal Pradesh.

Object of the Loan :

1. (i) The Proceeds of the State Government Securities will be utilized for the development programme of the Government of Himachal Pradesh.
- (ii) Consent of Central Government has been obtained to the floatation of this loan as required by Article 293(3) of the Constitution of India.

Method of Issue :

2. Government Stock will be sold through the Reserve Bank of India, Mumbai Office (PDO) Fort, Mumbai- 400 001 by auction in the manner as prescribed in paragraph 6.1 of the General Notification No. Fin-2-C(12)-11/2003, dated July 20, 2007 at a coupon rate to be determined by the Reserve Bank of India at the **yield** based auction under multiple price formats.

Allotment to Non-competitive Bidders :

3. The Government Stock up to 10 % of the notified amount of the sale will be allotted to eligible individuals and institutions subject to a maximum limit of 1 % of the notified amount for a single bid as per the Revised Scheme for Non-competitive Bidding Facility in the Auctions of State Government Securities of the General Notification (Annexure -II).

Place and Date of Auction :

4. The auction will be conducted by the Reserve Bank of India, at its Mumbai Office, Fort, Mumbai-400 001 on **July 05, 2022**. Bids for the auction should be submitted in electronic format, on the Reserve Bank of India Core Banking Solution (E-Kuber) system as stated below on **July 05, 2022**:

- (a) The competitive bids shall be submitted electronically on the Reserve Bank of India Core Banking Solution (E-Kuber) system between 10.30 A.M. and 11.30 A.M.
- (b) The non-competitive bids shall be submitted electronically on the Reserve Bank of India Core Banking Solution (E-Kuber) system between 10.30 A.M. and 11.00 A.M.

Result of the Auction :

5. The result of the auction shall be displayed by the Reserve Bank of India on its website on the same day. The payment by successful bidders will be on **July 06, 2022**.

Method of Payment :

6. Successful bidders will make payments on **July 06, 2022** before close of banking hours by means of cash, bankers' cheque/pay order, demand draft payable at Reserve Bank of India, Mumbai/New Delhi or a cheque drawn on their account with Reserve Bank of India, Mumbai (Fort)/New Delhi.

Tenure :

7. The Stock will be of **10-year** tenure. The tenure of the Stock will commence on **July 06, 2022**.

Date of Repayment :

8. The loan will be repaid at par on **July 06, 2032**.

Rate of Interest :

9. The cut-off yield determined at the auction will be the coupon rate percent per annum on the Stock sold at the auction. The interest will be paid on **January 06 and July 06**.

Eligibility of Securities :

10. The investment in Government Stock will be reckoned as an eligible investment in Government Securities by banks for the purpose of Statutory Liquidity Ratio (SLR) under Section 24 of the Banking Regulation Act, 1949. The stocks will qualify for the ready forward facility.

BY ORDER AND IN THE NAME OF THE GOVERNOR OF HIMACHAL PRADESH

Sd/-
Principal Secretary to the Government of Himachal Pradesh,
Finance Department.

ब अदालत श्री पूर्ण चन्द, सहायक समाहर्ता प्रथम श्रेणी, मुलथान, जिला कांगड़ा (हि0प्र0)

मिसल नं0
19/2022

तारीख दायरा
04-06-2022

तारीख पेशी
04-07-2022

हंस राज पुत्र श्री जालम, निवासी गांव नलोहता, डाकघर बड़ागां, तहसील मुलथान जिला कांगड़ा (हि0 प्र0) प्रार्थी।

बनाम

आम जनता

प्रतिवादी।

प्रार्थना-पत्र जेर धारा 37(2) भू-राजस्व अधिनियम, 1954 के अन्तर्गत नाम दुरुस्ती करवाने बारे।

प्रार्थी हंस राज पुत्र श्री जालम, निवासी गांव नलोहता, डाकघर बड़ागां, तहसील मुलथान, जिला कांगड़ा (हि0 प्र0) द्वारा इस अदालत में नाम दुरुस्ती हेतु प्रार्थना-पत्र प्रस्तुत किया है। प्रार्थी द्वारा आग्रह किया गया है कि उसका नाम मुहाल नलोहता, बड़ागां, पटवार वृत्त बड़ागां के राजस्व अभिलेख में होंसर पुत्र जालम पुत्र मांगनू गलत दर्ज हुआ है जबकि प्रार्थी का नाम पंचायत तथा अन्य अभिलेखों में हंस राज पुत्र जालम दर्ज है जो कि सही है। उसका नाम राजस्व अभिलेख में दुरुस्त करके हंस राज उपनाम होंसर पुत्र जालम पुत्र मांगनू दर्ज किया जाये।

अतः सर्वसाधारण को इस इशतहार द्वारा सूचित किया जाता है कि यदि किसी को राजस्व अभिलेख में इस नाम दुरुस्ती बारे कोई उजर व एतराज हो तो वह दिनांक 05-07-2022 या इससे पूर्व असालतन या

वकालतन अदालत हजा में हाजिर आकर अपना एतराज प्रस्तुत कर सकता है, अन्यथा नियमानुसार राजस्व अभिलेख में नाम दुरुस्ती आदेश पारित कर दिये जायेंगे। उपरोक्त तिथि के बाद कोई उजर व एतराज जेरे समायत न होगा तथा प्रार्थना-पत्र पर नियमानुसार उचित आदेश पारित कर दिये जायेंगे।

आज दिनांक 16-06-2022 को हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित /—
सहायक समाहर्ता प्रथम श्रेणी,
मुलथान, जिला कांगड़ा (हि0 प्र0)।

ब अदालत श्री मदन लाल, सहायक समाहर्ता द्वितीय श्रेणी, इन्दौरा, तहसील इन्दौरा, जिला कांगड़ा
(हि0 प्र0)

मिसल नं0 : 41 N/TEH/2022

तारीख पेशी : 12-07-2022

पूनम कुमारी पत्नी ब्रिज मोहन पुत्री श्री खुशी राम उर्फ खुशिया, निवासी गांव चलोह, तहसील इन्दौरा, जिला कांगड़ा, हि0 प्र0, हाल निवासी 330 गली परजा बेलीराम अमृतसर-1, पंजाब-143 001 प्रार्थिया।

बनाम

आम जनता प्रत्यार्थी।
विषय.—प्रार्थना-पत्र नाम दुरुस्ती राजस्व रिकार्ड बाबत अराजी खाता नं0 66, खतौनी नं0 120, खसरा नं0 658-659-683-685-686-687-688-722, कित्ता 8, रकबा तादादी 01-55-52 है0 मी0, जमाबन्दी साल 2014-15 वाकया महाल व मौजा चलोह, तहसील इन्दौरा, जिला कांगड़ा, हि0 प्र0।

उपरोक्त विषय से सम्बन्धित प्रार्थना-पत्र प्रस्तुत करते हुये प्रार्थिया पूनम कुमारी पत्नी ब्रिज मोहन पुत्री श्री खुशी राम उर्फ खुशिया, निवासी गांव चलोह, तहसील इन्दौरा, जिला कांगड़ा, हि0 प्र0, हाल निवासी 330 गली परजा बेलीराम अमृतसर-1, पंजाब-143 001 ने निवेदन किया है कि विवाह से पहले उसका नाम सरिष्ठा देवी था और विवाह के उपरान्त उसका नाम पूनम कुमारी रख दिया गया और इस वक्त सभी कागजात माल, आधार कार्ड व बच्चों के स्कूल सर्टिफिकेट पर भी उसका नाम पूनम कुमारी दर्ज है जो की सही है और मौजूदा समय में सब जगह चल रहा है और जो उसका नाम कागजात माल में सरिष्ठा देवी दर्ज है वह गलत दर्ज है और जिसकी दुरुस्ती कर के मलकियत राजस्व विभाग में प्रार्थिया का सही नाम पूनम कुमारी उर्फ सरिष्ठा देवी पुत्री श्री खुशी राम उर्फ खुशिया किया जावे।

अतः इस इशतहार द्वारा सर्वसाधारण/आम जनता को सूचित किया जाता है कि उक्त विषय से सम्बन्धित मुकद्दमे में खाना मलकियत में नाम की दुरुस्ती करने बारे किसी व्यक्ति को कोई एतराज हो तो वह असालतन या वकालतन दिनांक 12-07-2022 को प्रातः 10.00 बजे अदालत हजा में हाजिर होवें अन्यथा मिसल पर नियमानुसार अग्रिम कार्रवाई अमल में लाई जाएगी।

आज दिनांक 13-06-2022 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी किया गया।

मोहर।

हस्ताक्षरित /—
सहायक समाहर्ता द्वितीय श्रेणी,
इन्दौरा, जिला कांगड़ा (हि0 प्र0)।

**ब अदालत श्री मदन लाल, सहायक समाहर्ता द्वितीय श्रेणी, इन्दौरा, तहसील इन्दौरा, जिला कांगड़ा
(हि0 प्र0)**

मिसल नं0 : 40 N/TEH/2022

तारीख पेशी : 12-07-2022

माया देवी पत्नी प्रकाश चन्द पुत्री श्री खुशी राम उर्फ खुशिया, निवासी गांव चलोह, तहसील इन्दौरा, जिला कांगड़ा, हि0 प्र0, हाल निवासी 33, नगर निगम कॉलोनी o/s गिलवाली गेट, अमृतसर पंजाब प्रार्थिया।

बनाम

आम जनता

प्रत्यार्थी।

विषय.—प्रार्थना—पत्र नाम दुरुस्ती राजस्व रिकार्ड बाबत अराजी खाता नं0 66, खतौनी नं0 120, खसरा नं0 658-659-683-685-686-687-688-722, कित्ता 8, रकबा तादादी 01-55-52 है0 मी0, जमाबन्दी साल 2014-15 वाक्या महाल व मौजा चलोह, तहसील इंदौरा, जिला कांगड़ा, हि0 प्र0।

उपरोक्त विषय से सम्बन्धित प्रार्थना—पत्र प्रस्तुत करते हुये प्रार्थिया श्रीमती माया देवी पत्नी प्रकाश चन्द पुत्री श्री खुशी राम उर्फ खुशिया, निवासी गांव चलोह, तहसील इन्दौरा, जिला कांगड़ा, हि0 प्र0, हाल निवासी 33, नगर निगम कॉलोनी o/s गिलवाली गेट, अमृतसर पंजाब ने निवेदन किया है कि विवाह से पहले उसका नाम सोमा देवी था और विवाह के उपरान्त उसका नाम माया देवी रख दिया गया और इस वक्त सभी कागजात माल, आधार कार्ड व बच्चों के स्कूल सर्टिफिकेट पर भी उसका नाम माया देवी दर्ज है जोकि सही है और मौजूदा समय में सब जगह चल रहा है और जो उसका नाम कागजात माल में सोमा देवी दर्ज है वह गलत दर्ज है और जिसकी दुरुस्ती कर के मलकियत राजस्व विभाग में प्रार्थिया का सही नाम माया देवी उर्फ सोमा देवी पुत्री श्री खुशी राम उर्फ खुशिया किया जावे।

अतः इस इश्तहार द्वारा सर्वसाधारण/आम जनता को सूचित किया जाता है कि उक्त विषय से सम्बन्धित मुकद्दमे में खाना मलकियत में नाम की दुरुस्ती करने बारे किसी व्यक्ति को कोई एतराज हो तो वह असातन या वकालतन दिनांक 12-07-2022 को प्रातः 10.00 बजे अदालत हजा में हाजिर होवें अन्यथा मिसल पर नियमानुसार अग्रिम कार्रवाई अमल में लाई जाएगी।

आज दिनांक 13-06-2022 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी किया गया।

मोहर।

हस्ताक्षरित/—

सहायक समाहर्ता द्वितीय श्रेणी,
इन्दौरा, जिला कांगड़ा (हि0 प्र0)।

**ब अदालत श्री मदन लाल, सहायक समाहर्ता द्वितीय श्रेणी, इन्दौरा, तहसील इन्दौरा, जिला कांगड़ा
(हि0 प्र0)**

मिसल नं0 : 42 N/TEH/2022

तारीख पेशी : 12-07-2022

रानों देवी पत्नी खेम चन्द पुत्री श्री खुशी राम उर्फ खुशिया, निवासी गांव चलोह, तहसील इन्दौरा, जिला कांगड़ा, हि0 प्र0, हाल निवासी H. No. 83/2 बुढा वाली गली गुरदासपुर, पंजाब प्रार्थिया।

बनाम

आम जनता

प्रत्यार्थी।

विषय.—प्रार्थना—पत्र नाम दुरुस्ती राजस्व रिकार्ड बाबत अराजी खाता नं० 66, खतौनी नं० 120, खसरा नं० 658—659—683—685—686—687—688—722, कित्ता 8, रकबा तादादी 01—55—52 है० मी०, जमाबन्दी साल 2014—15 वाकया महाल व मौजा चलोह, तहसील इंदौरा, जिला कांगड़ा, हि० प्र०।

उपरोक्त विषय से सम्बन्धित प्रार्थना—पत्र प्रस्तुत करते हुये प्रार्थिया रानों देवी पत्नी खेम चन्द पुत्री श्री खुशी राम उर्फ खुशिया, निवासी गांव चलोह, तहसील इन्दौरा, जिला कांगड़ा, हि० प्र०, हाल निवासी H. No. 83/2 बुट्टा वाली गली गुरदासपुर, पंजाब ने निवेदन किया है कि विवाह से पहले उसका नाम कौशल्या देवी था और विवाह के उपरान्त उसका नाम रानों देवी रख दिया गया और इस वक्त सभी कागजात माल, आधार कार्ड व बच्चों के स्कूल सर्टिफिकेट पर भी उसका नाम रानों देवी दर्ज है जोकि सही है और मौजूदा समय में सब जगह चल रहा है और जो उसका नाम कागजात माल में कौशल्या देवी दर्ज है वह गलत दर्ज है और जिसकी दुरुस्ती कर के मलकियत राजस्व विभाग में प्रार्थिया का सही नाम रानों देवी उर्फ कौशल्या देवी पुत्री श्री खुशी राम उर्फ खुशिया किया जावे।

अतः इस इशतहार द्वारा सर्वसाधारण/आम जनता को सूचित किया जाता है कि उक्त विषय से सम्बन्धित मुकद्दमे में खाना मलकियत में नाम की दुरुस्ती करने बारे किसी व्यक्ति को कोई एतराज हो तो वह असागतन या वकालतन दिनांक 12-07-2022 को प्रातः 10.00 बजे अदालत हजा में हाजिर होवें अन्यथा मिसल पर नियमानुसार अग्रिम कार्रवाई अमल में लाई जाएगी।

आज दिनांक 13-06-2022 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी किया गया।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
इन्दौरा, जिला कांगड़ा (हि० प्र०)।

ब अदालत श्री कुलतार सिंह, कार्यकारी दण्डाधिकारी, थुरल, जिला कांगड़ा (हि० प्र०)

मुकद्दमा नं० : 14 / 2022

तारीख पेशी : 14-07-2022

किस्म प्रकरण : जन्म पंजीकरण।

श्रीमती मधु पटियाल पुत्री श्री जयकरन, निवासी गांव उमरी, डाकघर कौना, तहसील थुरल, ग्राम पंचायत कौना, जिला कांगड़ा, हि० प्र० प्राथिया।

बनाम

आम जनता

प्रतिवादी।

विषय.—जन्म व मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत जन्म पंजीकरण हेतु प्रार्थना—पत्र।

श्रीमती मधु पटियाल पुत्री श्री जयकरन, निवासी गांव उमरी, डाकघर कौना, तहसील थुरल, ग्राम पंचायत कौना, जिला कांगड़ा, हि० प्र० ने इस अदालत में असागतन हाजिर होकर प्रार्थना—पत्र मय ब्यान हल्फी पेश करते हुए आवेदन किया है कि उसका जन्म दिनांक 07-12-1965 को गांव उमरी, डाकघर कौना, तहसील थुरल, ग्राम पंचायत कौना, जिला कांगड़ा में हुआ है। परन्तु अज्ञानतावश उसके जन्म का पंजीकरण स्थानीय ग्राम पंचायत अभिलेख में दर्ज न करवाया गया है। अतः प्रार्थिया इस न्यायालय के माध्यम से अपने जन्म का पंजीकरण करने का आदेश ग्राम पंचायत कौना को जारी करवाना चाहती है।

अतः प्रार्थिया का आवेदन स्वीकार करते हुए इस इशतहार मुस्त्री मुनादी द्वारा आम जनता को सूचित किया जाता है कि यदि किसी व्यक्ति या संस्था को उपरोक्त की जन्म तिथि 07-12-1965 के पंजीकरण बारे कोई उजर एवं एतराज हो तो वह असालतन या वकालतन तारीख पेशी 14-07-2022 को हाजिर अदालत होकर अपना उजर व एतराज पेश कर सकता है। बाद तारीख पेशी किसी किस्म का उजर एवं एतराज नहीं सुना जावेगा व उपरोक्त श्रीमती मधु पटियाल पुत्री श्री जयकरन की जन्म तिथि को पंजीकृत करने का आदेश उप-स्थानीय पंजीकार, जन्म व मृत्यु, ग्राम पंचायत कौना को पारित कर दिया जाएगा।

यह इशतहार मेरे हस्ताक्षर व मोहर अदालत से आज दिनांक 13-06-2022 को जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी
थुरल, जिला कांगड़ा (हि0 प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)

केस नं0 : 14/NT/ 2022

तारीख पेशी : 18-07-2022

श्री धर्म चन्द कमल पुत्र तारा चन्द, निवासी महाल मरेहड़, डाकघर बारीकलां, मौजा थिल, तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश।

बनाम

आम जनता

उनवान मुकद्दमा.—नाम दुरुस्ती।

प्रार्थी श्री धर्म चन्द कमल पुत्र तारा चन्द, निवासी महाल मरेहड़, डाकघर बारीकलां, मौजा थिल, तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश ने स्वयं उपस्थित होकर प्रार्थना-पत्र नाम दुरुस्ती प्रस्तुत किया कि उसका नाम पटवार वृत्त बारकलां के राजस्व महाल मरेहड़ के अभिलेख में गलती से धर्म सिंह पुत्र तारा चन्द दर्ज हो गया है जबकि आधार कार्ड, पैन कार्ड, राशन कार्ड, स्कूल प्रमाण-पत्र, परिवार रजिस्टर नकल व अन्य कागजातों में उसका नाम धर्म चन्द कमल पुत्र तारा चन्द दर्ज है, जोकि उसका सही नाम है। दो अलग-अलग नाम हो जाने के कारण प्रार्थी को दिक्कतों का सामना करना पड़ रहा है। अतः प्रार्थी का आग्रह है कि उपरोक्त वर्णित महालात के राजस्व अभिलेख में उसका नाम धर्म सिंह उपनाम धर्म चन्द कमल पुत्र तारा चन्द दर्ज किया जाये।

अतः सर्वसाधारण को सुनवाई हेतु बजरिया इशतहार व मुस्त्री मुनादी द्वारा सूचित किया जाता है कि इस नाम दुरुस्ती के सम्बन्ध में किसी प्रकार का उजर/एतराज हो तो वह दिनांक 18-07-2022 को असालतन व वकालतन पेश होकर अपना एतराज दर्ज करवा सकता है। उसके उपरान्त कोई भी उजर/एतराज जेर समायत न होगा तथा प्रार्थी श्री धर्म चन्द कमल पुत्र तारा चन्द, निवासी महाल मरेहड़, मौजा थिल, तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश का नाम राजस्व अभिलेख में धर्म सिंह उपनाम धर्म चन्द कमल पुत्र तारा चन्द दर्ज करने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 10-06-2022 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)

केस नं0 : 13/NT/ 2022

तारीख पेशी : 18-07-2022

श्री मान चन्द पुत्र रूप सिंह, निवासी महाल सूदरलाहड़, डाकघर सूदरलाहड़, मौजा महादेव, तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश।

बनाम

आम जनता

उनवान मुकद्दमा.—नाम दुरुस्ती।

प्रार्थी श्री मान चन्द पुत्र रूप सिंह, निवासी महाल सूदरलाहड़, डाकघर सूदरलाहड़, मौजा महादेव, तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश ने स्वयं उपस्थित होकर प्रार्थना-पत्र नाम दुरुस्ती प्रस्तुत किया कि उसका नाम पटवार वृत्त बड़ोगलाहड़ के राजस्व मुहाल सूदरलाहड़ तथा हरड़वाल लाहड़ व बड़ोगलाहड़ के अभिलेख में गलती से मान सिंह पुत्र रूप सिंह दर्ज हो गया है जबकि आधार कार्ड, पैन कार्ड, स्कूल प्रमाण-पत्र परिवार रजिस्टर नकल व अन्य कागजातों में उसका नाम मान चन्द पुत्र रूप सिंह दर्ज है, जोकि उसका सही नाम है। दो अलग-अलग नाम हो जाने के कारण प्रार्थी को दिक्कतों का सामना करना पड़ रहा है। अतः प्रार्थी का आग्रह है कि उपरोक्त वर्णित महालात के राजस्व अभिलेख में उसका नाम मान सिंह उपनाम मान चन्द पुत्र रूप सिंह दर्ज किया जाये।

अतः सर्वसाधारण को सुनवाई हेतु बजरिये इश्तहार व मुस्त्री मुनादी द्वारा सूचित किया जाता है कि इस दुरुस्ती के सम्बन्ध में किसी प्रकार का उजर/एतराज हो तो वह दिनांक 18-07-2022 को असालतन व वकालतन पेश होकर अपना एतराज दर्ज करवा सकता है। उसके उपरान्त कोई भी उजर/एतराज जेरे समायत न होगा तथा प्रार्थी श्री मान चन्द पुत्र रूप सिंह, निवासी मुहाल सूदरलाहड़, हरड़वाल लाहड़ व बड़ोगलाहड़, मौजा महादेव, तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश का नाम राजस्व अभिलेख में मान सिंह उपनाम मान चन्द पुत्र रूप सिंह दर्ज करने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 10-06-2022 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)

केस नं0 : 11/NT/ 2022

तारीख पेशी : 18-07-2022

श्री देश राज पुत्र ज्ञान चन्द, निवासी महाल छौंट, डाकघर सुरानी, मौजा गन्धवाड़, तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश।

बनाम

आम जनता

उनवान मुकद्दमा.—नाम दुरुस्ती।

प्रार्थी श्री देश राज पुत्र ज्ञान चन्द, निवासी महाल छाँट, डाकघर सुरानी, मौजा गन्धवाड़, तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश ने स्वयं उपस्थित होकर प्रार्थना-पत्र नाम दुरुस्ती प्रस्तुत किया कि उसका नाम पटवार वृत्त गन्धवाड़ के राजस्व महाल छाँट के अभिलेख में गलती से संजय कुमार पुत्र ज्ञान चन्द दर्ज हो गया है जबकि स्कूल प्रमाण-पत्र, परिवार रजिस्टर नकल, आधार कार्ड, राशन कार्ड व अन्य कागजातों में उसका नाम देश राज पुत्र ज्ञान चन्द दर्ज है, जोकि उसका सही नाम है। दो अलग-अलग नाम हो जाने के कारण प्रार्थी को दिक्कतों का सामना करना पड़ रहा है। अतः प्रार्थी का आग्रह है कि उपरोक्त वर्णित महालात के राजस्व अभिलेख में उसका नाम संजय कुमार उपनाम देश राज पुत्र ज्ञान चन्द दर्ज किया जाये।

अतः सर्वसाधारण को सुनवाई हेतु बजरिया इश्तहार व मुस्त्री मुनादी द्वारा सूचित किया जाता है कि इस दुरुस्ती के सम्बन्ध में किसी प्रकार का उजर/एतराज हो तो वह दिनांक 18-07-2022 को असातन व वकालतन पेश होकर अपना एतराज दर्ज करवा सकता है। उसके उपरान्त कोई भी उजर/एतराज जेरे समायत न होगा तथा प्रार्थी श्री देश राज पुत्र ज्ञान चन्द निवासी महाल छाँट, मौजा गन्धवाड़, तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश का नाम राजस्व महाल छाँट के अभिलेख में संजय कुमार उपनाम देश राज पुत्र ज्ञान चन्द दर्ज करने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 10-06-2022 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)

केस नं0 : 12/NT/ 2022

तारीख पेशी : 18-07-2022

श्री नरेन्द्र लाल पुत्र अयोध्या प्रसाद, निवासी महाल चौंकी, डाकघर टिहरी, मौजा टिहरी, तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश।

बनाम

आम जनता

उनवान मुकद्दमा.—नाम दुरुस्ती।

प्रार्थी श्री नरेन्द्र लाल पुत्र अयोध्या प्रसाद, निवासी महाल चौंकी, मौजा टिहरी, तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश ने स्वयं उपस्थित होकर प्रार्थना-पत्र नाम दुरुस्ती प्रस्तुत किया कि उसके पिता का नाम पटवार वृत्त टिहरी के राजस्व महाल चौंकी तथा राजस्व महाल घमीरलाहड़, मौजा टिहरी, तहसील खुण्डियां के अभिलेख में मेरे पिता का नाम गलती से अयोध्या प्रसाद की जगह अजुध्या दास दर्ज हो गया है जबकि मेरे आधार कार्ड, पैन कार्ड व अन्य सभी कागजातों में मेरे पिता का नाम अयोध्या प्रसाद दर्ज है, जोकि उसका सही नाम है। दो अलग-अलग नाम हो जाने के कारण प्रार्थी को दिक्कतों का सामना करना पड़ रहा है। अतः प्रार्थी का आग्रह है कि उपरोक्त वर्णित महाल के राजस्व अभिलेख में उसके पिता का नाम अजुध्या दास उपनाम अयोध्या प्रसाद दर्ज किया जाये।

अतः सर्वसाधारण को सुनवाई हेतु बजरिये इश्तहार व मुस्त्री मुनादी द्वारा सूचित किया जाता है कि इस दुरुस्ती के सम्बन्ध में किसी प्रकार का उजर/एतराज हो तो वह दिनांक 18-07-2022 को असातन व वकालतन पेश होकर अपना एतराज दर्ज करवा सकता है। उसके उपरान्त कोई भी उजर/एतराज जेरे

समायत न होगा तथा प्रार्थी के पिता का नाम राजस्व मुहाल चौकी, मौजा टिहरी, तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश के अभिलेख में अजुध्या दास उपनाम अयोध्या प्रसाद दर्ज करने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 10-06-2022 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी, डाडा सीबा, जिला कांगड़ा, (हि0 प्र0)

श्री अनिल कुमार पुत्र श्री राम दास, निवासी मुहाल व डाकघर जम्बल, तहसील डाडा सीबा, जिला कांगड़ा, हि0 प्र0

बनाम

आम जनता

प्रत्यार्थीगण।

उनवान मुकद्दमा.—प्रार्थना—पत्र बाबत हि0 प्र0 विवाह पंजीकरण संशोधन अधिनियम, 2006.

श्री अनिल कुमार पुत्र श्री राम दास, निवासी मुहाल व डाकघर जम्बल, तहसील डाडा सीबा, जिला कांगड़ा, हि0 प्र0 ने इस आशय से न्यायालय में प्रार्थना—पत्र शपथ—पत्र सहित दिया है कि उसका विवाह दिनांक 12-11-2020 को पुजा देवी पुत्री श्री हंस राज, निवासी मुहाल भरोली कलां, तहसील व जिला पठानकोट गुरदासपुर से हुई है। परन्तु अज्ञानता वश वह ग्राम पंचायत जम्बल में उक्त शादी को दर्ज न करवा सका है। अतः प्रार्थी ने उक्त विवाह का पंजीकरण दर्ज करवाने हेतु अनुरोध किया है।

अतः विवाह पंजीकरण बारे सर्वसाधारण आम जनता को सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त विवाह पंजीकरण बारे कोई उजर/एतराज हो तो वह दिनांक 20-07-2022 को प्रातः 10.00 बजे इस मुकद्दमा की पैरवी हेतु व्यक्तिगत रूप से अथवा किसी अधिकृत एजेंट के माध्यम से या किसी अधिवक्ता के माध्यम से इस न्यायालय में उपस्थित आवें। गैरहाजिरी की सूरत में विवाह पंजीकरण करने हेतु आदेश पारित कर दिये जायेंगे। बाद मियाद तारीख पेशी कोई उजर/एतराज काबिले गौर न होगा।

आज दिनांक 15-06-2022 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
डाडा सीबा, जिला कांगड़ा (हि0 प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, डाडा सीबा, जिला कांगड़ा (हि0 प्र0)

मु0 नं0 : 06/2021/एन0टी0

तारीख दायरा : 02-12-2020

तारीख पेशी : 20-07-2022

1. श्री अजीत सिंह उपनाम रणजीत सिंह पुत्र वीर सिंह, वासी मुहाल चनौर, तहसील डाडा सीबा, जिला कांगड़ा (हि0 प्र0)

प्रार्थी।

बनाम

1. सतिन्द्र कुमार, 2. गुरवचन सिंह पुत्रान रोशन लाल, 3. बलवन्त सिंह पुत्र दुर्योधन, 4. रविन्द्र सिंह, 5. दर्शना देवी, 6. अनीता देवी पुत्री शेर सिंह, 7. रेखा रानी, 8. पूजा देवी पुत्रियां शेर सिंह, 9. शैला देवी, 10. स्वर्णा देवी पुत्री वलदेव सिंह, 11. रविन्द्र सिंह, 12. कृष्ण सिंह, 13. कौर चन्द पुत्रान वीर सिंह, 14. विजय सिंह, 15. सुरजीत सिंह पुत्रान कली राम, 16. कर्म चन्द, 17. केशव दत्त पुत्रान अन्नत राम 18. अतुल कुमार, 19. ममता कुमारी, 20. सुलक्षणा कुमारी पत्नी स्व० शिव कुमार, 21. सुशील कुमार, 22. राकेश कुमार पुत्रान अन्नत राम, 23. दिनेश कुमार पुत्र राम धन समस्त वासीगण मुहाल चनौर, तहसील डाडा सीबा, जिला कांगड़ा (हि० प्र०)। प्रत्यार्थीगण।

उनवान मुकद्दमा.—प्रार्थना—पत्र तकसीम भूमि खेवट नं० 143, खतौनी नं० 246 ता 263, खसरा कित्ता 93, रकबा तादादी 09—33—27 है०, वाकया मुहाल चनौर, तहसील डाडा सीबा, जिला कांगड़ा (हि० प्र०)। अनुसार जमाबन्दी वर्ष 2015—16.

उपरोक्त प्रत्यार्थीगण नं० 5, 6, 7, 8 व 19 की तामील साधारण तरीके से नहीं हो पा रही है। इसलिये अदालत हजा को यह पूर्ण विश्वास हो चुका है कि उपरोक्त प्रत्यार्थीगणों की तामील साधारण तरीके से नहीं हो सकती।

अतः इस इश्तहार राजपत्र/मुश्री मुनादी द्वारा उपरोक्त प्रत्यार्थीगणों को सूचित किया जाता है कि वे उक्त मुकद्दमा तकसीम की पैरवी बारे दिनांक 20—07—2022 को प्रातः 10.00 बजे अदालत हजा में व्यक्तिगत रूप से अथवा किसी अधिकृत एजेंट के माध्यम से या किसी अधिवक्ता के माध्यम से इस न्यायालय में उपस्थित आवें। गैरहाजिरी की सूरत में एकतरफा कार्यवाही अमल में लाई जाएगी। बाद तारीख पेशी कोई एतराज काबिले गौर न होगा।

आज दिनांक 15—06—2022 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
डाडासीबा, जिला कांगड़ा (हि० प्र०)।

ब अदालत सहायक समाहर्ता प्रथम श्रेणी एवं तहसीलदार, धर्मशाला, तहसील धर्मशाला,
जिला कांगड़ा (हि० प्र०)

किस्म मुकद्दमा : ईन्तकाल राजपत्र बाबत मकफूद—उल—खबरी

श्रीमती विक्रमी पुत्री गरीबू हाल पत्नी प्रकाश चन्द, निवासी पलखु, डाकघर भोगरवा, तहसील इन्दौरा, जिला कांगड़ा, हि० प्र० बजरिया मुखत्यारे आम रमेश कुमार पुत्र रसीला राम, निवासी गांव सलोह, डाकघर नागनपट्ट, तहसील धर्मशाला, जिला कांगड़ा, हि० प्र०।

बनाम

आम जनता

विषय.—प्रार्थना—पत्र बाबत मकफूद—उल—खबरी।

इश्तहार राजपत्र द्वारा सूचना :

सर्वसाधारण को इस इशतहार राजपत्र नोटिस मकफूद-उल-खबरी द्वारा सूचित किया जाता है कि उपरोक्त प्रार्थी द्वारा अपने मुखत्यारे आम रमेश कुमार पुत्र रसीला राम, निवासी गांव सलोह, डाकघर नागनपट्ट, तहसील धर्मशाला द्वारा प्रार्थना-पत्र दिया है कि धर्म पुत्र गरीबू, निवासी गांव चोहला, तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0 से लगभग 50 वर्षों से लापता है और आज दिन तक उनकी कोई खबर सूरत न है। उनके नाम पर कुछ चल व अचल सम्पत्ति मुहाल चोहला व उपरली बड़ोल, तहसील धर्मशाला में है। जिसे प्रार्थी विक्रमी पुत्री गरीबू हाल पत्नी प्रकाश चन्द, निवासी, डाकघर भोगरवा, तहसील इन्दौरा व क्रीकटु पुत्री गरीबू हाल निवासी सुधेड़ पत्नी शरण दास जोकि धर्म पुत्र गरीबू की जायज वारसान है व रिश्ते में धरमु की सगी बहनें लगती को अपने नाम दर्ज करवाना चाहती है।

अतः इस राजपत्र इशतहार के द्वारा प्रतिवादी/आम जनता व हितबद्ध पक्षों को सूचित किया जाता है कि यदि किसी को भी इस मकफूद-उल-खबरी इन्तकाल दर्ज करवाने बारे उजर/एतराज हो तो वह हमारी सूरत में एकतरफा 23-07-2022 को असालतन या वकालतन सुबह 11.00 बजे दर्ज करवा सकता है अन्यथा गैर-हाजिरी की सूरत में एकतरफा कार्यवाही अमल में लाई जाएगी। व इस मकफूद-उल-खबरी का इन्तकाल दर्ज करने बारे आदेश पारित कर दिया जाएगा।

आज दिनांक 13-06-2022 को हस्ताक्षर मेरे व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/-
सहायक समाहर्ता प्रथम श्रेणी,
तहसील धर्मशाला, जिला कांगड़ा (हि0 प्र0)।

ब अदालत सहायक समाहर्ता प्रथम श्रेणी एवं कार्यकारी दण्डाधिकारी, तहसील धर्मशाला,
जिला कांगड़ा (हि0 प्र0)

किस्म मुकद्दमा : तकसीम

प्रार्थी ओंकार सिंह पुत्र लच्छमन दास, निवासी मुहाल शीला, मौजा शील्ला, तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0

बनाम

1. भगवान दास पुत्र भगत राम, 2. देव आनन्द पुत्र गंगा राम, 3. चेतना पुत्री रजिन्दर पाल, 4. फुमन पुत्र पाला, 5. सुदामा पुत्र नौरंग, निवासी महाल शीला, मौजा शील्ला, तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0 प्रतिवादीगण।

इशतहार राजपत्र द्वारा सूचना :

प्रार्थी ओंकार सिंह पुत्र लच्छमन दास, निवासी मुहाल शीला, मौजा शील्ला, तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0, धर्मशाला द्वारा तहसील कार्यालय में तकसीम के केस बारे प्रार्थना-पत्र गुजारा है जिसमें उपरोक्त प्रतिवादीगण क्रमशः 1. भगवान दास पुत्र भगत राम, 2. देव आनन्द पुत्र गंगा राम, 3. चेतना पुत्री रजिन्दर पाल, 4. फुमन पुत्र पाला, 5. सुदामा पुत्र नौरंग, निवासी महाल शीला, मौजा शील्ला, तहसील धर्मशाला को समन साधारण तरीके से तामील न हो पा रहे हैं। इस बारे में वादी ओंकार सिंह पुत्र लच्छमन दास, निवासी मुहाल शीला, मौजा शील्ला, तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0, ने प्रार्थना-पत्र दायर कर अनुरोध किया है कि तकसीम का केस तहसीलदार महोदय की अदालत में लम्बित है। जिसमें उपरोक्त प्रतिवादीगण का सही पता मालूम न हो पा रहा है इसलिए प्रतिवादीगण को इशतहार राजपत्र के माध्यम से

सूचित किया जाये। वादी का प्रार्थना-पत्र स्वीकार किया जाता है व प्रतिवादीगण को इशतहार राजपत्र के माध्यम से सूचित किया जाता है कि यदि किसी प्रतिवादी पक्ष को तकसीम भूमि का खाता नं० 104, खतौनी नं० 141, खसरा कित्ता 4, रकबा तादादी 00-01-95 है० की तकसीम करने बारे कोई उजर या एतराज हो तो वह हमारी अदालत में दिनांक 18-07-2022 को असालतन या बकालतन हाजिर अदालत होकर अपने उजर या एतराज पेश कर सकता है। अन्यथा बाद तारीख पेशी किसी किस्म का उजर एवं एतराज नहीं सुना जाएगा व भूमि तकसीम संबंधी तरीका तकसीम जारी करने बारे आदेश पारित कर दिया जाएगा।

आज दिनांक 18-06-2022 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता प्रथम श्रेणी,
तहसील धर्मशाला, जिला कांगड़ा (हि० प्र०)।

ब अदालत सहायक समाहर्ता प्रथम श्रेणी एवं कार्यकारी दण्डाधिकारी, तहसील धर्मशाला,
जिला कांगड़ा (हि० प्र०)

मुस्तरी मुनयादी

किस्म मुकद्दमा : तकसीम

प्रार्थी ओंकार सिंह पुत्र लच्छमन दास, निवासी मुहाल शीला, मौजा शील्ला, तहसील धर्मशाला, जिला कांगड़ा, हि० प्र०।

बनाम

1. भगवान दास पुत्र भगत राम, 2. कृष्ण देव पुत्र लच्छमन सिंह, 3. देव आनन्द पुत्र गंगा राम, 4. चेतना पुत्री रजिन्दर पाल, 5. फुमान पुत्र पाला, 6. सुदामा पुत्र नौरंग निवासी मुहाल शीला, मौजा शील्ला, तहसील धर्मशाला, जिला कांगड़ा, हि० प्र०, प्रतिवादीगण।

इशतहार राजपत्र द्वारा सूचना :

प्रार्थी ओंकार सिंह पुत्र लच्छमन दास, निवासी मुहाल शीला, मौजा शील्ला, तहसील धर्मशाला, जिला कांगड़ा, हि० प्र०, द्वारा तहसील कार्यालय में तकसीम के केस बारे प्रार्थना-पत्र गुजारा है जिसमें उपरोक्त प्रतिवादीगण क्रमशः 1. भगवान दास पुत्र भगत राम, 2. कृष्ण देव पुत्र लच्छमन सिंह, 3. देव आनन्द पुत्र गंगा राम, 4. चेतना पुत्री रजिन्दर पाल, 5. फुमान पुत्र पाला, 6. सुदामा पुत्र नौरंग, निवासी मुहाल शीला, मौजा शील्ला, तहसील धर्मशाला को समन साधारण तरीके से तामील न हो पा रहे हैं। इस बारे में वादी ओंकार सिंह पुत्र लच्छमन दास, निवासी मुहाल शीला, मौजा शील्ला, तहसील धर्मशाला, जिला कांगड़ा, हि० प्र०, ने प्रार्थना-पत्र दायर कर अनुरोध किया है कि तकसीम का केस तहसीलदार महोदय की अदालत में लम्बित है। जिसमें उपरोक्त प्रतिवादीगण का सही पता मालूम न हो पा रहा है इसलिए प्रतिवादीगण को इशतहार राजपत्र के माध्यम से सूचित किया जाये। वादी का प्रार्थना-पत्र स्वीकार किया जाता है व प्रतिवादीगण को इशतहार राजपत्र के माध्यम से सूचित किया जाता है कि यदि किसी प्रतिवादी पक्ष को तकसीम भूमि का खाता नं० 106, खतौनी नं० 143, खसरा कित्ता 13, रकबा तादादी 00-19-64 है० की तकसीम करने बारे कोई उजर या एतराज हो तो वह हमारी अदालत में दिनांक 18-07-2022 को असालतन या बकालतन हाजिर अदालत होकर अपने उजर या एतराज पेश कर सकता है। अन्यथा बाद तारीख पेशी किसी किस्म का उजर एवं एतराज नहीं सुना जाएगा व भूमि तकसीम संबंधी तरीका तकसीम जारी करने बारे आदेश पारित कर दिया जाएगा।

आज दिनांक 18-06-2022 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता प्रथम श्रेणी,
तहसील धर्मशाला, जिला कांगड़ा (हि0 प्र0)।

ब अदालत श्री विजय कुमार शर्मा, सहायक समाहर्ता एवं कार्यकारी दण्डाधिकारी, बैजनाथ,
जिला कांगड़ा (हि0 प्र0)

श्रद्धा चरण भारद्वाज सुपुत्र अम्बिका चरण शास्त्री, निवासी वुरली कोठी, डाकघर पपरोला, तहसील बैजनाथ, जिला कांगड़ा (हि0 प्र0)।

बनाम

आम जनता

प्रार्थना-पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

श्रद्धा चरण सुपुत्र अम्बिका चरण शास्त्री, निवासी वुरली कोठी, डाकघर पपरोला, तहसील बैजनाथ, जिला कांगड़ा, हि0 प्र0 ने इस अदालत में प्रार्थना-पत्र गुजारा है कि उसके पिता अम्बिका चरण की मृत्यु दिनांक 28-03-1986 को मुहाल वुरली कोठी में हुई थी, इस बारे पंचायत के रिकार्ड में पंजीकरण करने के आदेश दिये जायें।

अतः इस नोटिस के माध्यम से सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को उपरोक्त पंजीकरण के बारे में कोई उजर/एतराज हो तो वह दिनांक 30-08-2022 को सुबह 10.00 बजे इस न्यायालय में असातन या वकालतन हाजिर आकर पेश कर सकता है अन्यथा उपरोक्त मृत्यु का पंजीकरण करने के आदेश दे दिये जायेंगे। उसके उपरान्त कोई एतराज न सुना जायेगा।

आज दिनांक 15-06-2022 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
बैजनाथ, जिला कांगड़ा (हि0 प्र0)।

ब अदालत श्री विजय कुमार शर्मा, सहायक समाहर्ता, कार्यकारी दण्डाधिकारी, बैजनाथ,
जिला कांगड़ा (हि0 प्र0)

Sharda Charan Bhardwaj s/o Ambika Charan Shastri, r/o Village Burli Kothi, तहसील बैजनाथ, जिला कांगड़ा (हि0 प्र0)।

बनाम

आम जनता

प्रार्थना-पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

Sharda Charan Bhardwaj s/o Ambika Charan Shastri, r/o Village Burli Kothi, डाकखाना Paprola, जिला कांगड़ा हि० प्र० ने इस अदालत में प्रार्थना-पत्र गुजारा है कि उसकी माता जानकी देवी की मृत्यु दिनांक 10-03-1993 को मुहाल वुरली कोठी में हुई थी, इस बारे पंचायत के रिकार्ड में पंजीकरण करने के आदेश दिये जायें।

अतः इस नोटिस के माध्यम से सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को उपरोक्त पंजीकरण के बारे में कोई उजर/एतराज हो तो वह दिनांक 30-08-2022 को सुबह 10.00 बजे इस न्यायालय में असालतन या वकालतन हाजिर आकर पेश कर सकता है अन्यथा उपरोक्त मृत्यु का पंजीकरण करने के आदेश दे दिये जायेंगे। उसके उपरान्त कोई एतराज न सुना जायेगा।

आज दिनांक 15-06-2022 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
बैजनाथ, जिला कांगड़ा (हि० प्र०)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, तहसील खुण्डियां, जिला कांगड़ा (हि० प्र०)

केस नं० : 15/NT/2022

तारीख पेशी : 19-07-2022

श्री बक्शी प्रताप सिंह पुत्र किरपा राम, निवासी महाल गलोटी, मौजा महादेव, तहसील खुण्डियां, जिला कांगड़ा (हि० प्र०)।

बनाम

आम जनता

उनवान मुकद्दमा.—नाम दुरुस्ती।

श्री बक्शी प्रताप सिंह पुत्र किरपा राम, निवासी महाल गलोटी, मौजा महादेव, तहसील खुण्डियां, जिला कांगड़ा (हि० प्र०) ने स्वयं उपस्थित होकर प्रार्थना-पत्र नाम दुरुस्ती प्रस्तुत किया कि उसका नाम पटवार वृत्त खुण्डियां व बड़ोग लाहड़ के राजस्व मुहाल गलोटी व राजस्व मुहाल कुवाली के अभिलेख में गलती से बक्शी राम दर्ज हो गया है जबकि जन्म तिथि प्रमाण-पत्र, पैन कार्ड व अन्य कागजातों में उसका नाम बक्शी प्रताप सिंह दर्ज है, जोकि उसका सही नाम है। दो अलग-अलग नाम हो जाने के कारण प्रार्थी को दिक्कतों का सामना करना पड़ रहा है। अतः प्रार्थी का आग्रह है कि उपरोक्त वर्णित मुहाल के राजस्व अभिलेख में उसका नाम बक्शी राम उपनाम बक्शी प्रताप सिंह पुत्र किरपा राम दर्ज किया जाये।

अतः सर्वसाधारण को सुनवाई हेतु बजरिया इश्तहार व मुस्त्री मुनादी द्वारा सूचित किया जाता है कि इस नाम दुरुस्ती के सम्बन्ध में किसी प्रकार का उजर/एतराज हो तो वह दिनांक 19-07-2022 को असालतन व वकालतन पेश होकर अपना एतराज दर्ज करवा सकता है। उसके उपरान्त कोई भी उजर/एतराज जेरे समायत न होगा तथा प्रार्थी श्री बक्शी प्रताप सिंह पुत्र किरपा राम, निवासी मुहाल गलोटी, मौजा महादेव, तहसील खुण्डियां, जिला कांगड़ा (हि० प्र०) का नाम पटवार वृत्त खुण्डियां के राजस्व मुहाल गलोटी व पटवार वृत्त बड़ोग लाहड़ राजस्व मुहाल कुवाली के अभिलेख में बक्शी राम उपनाम बक्शी प्रताप सिंह पुत्र किरपा राम दर्ज करने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 18-06-2022 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)।

ब अदालत सहायक समाहर्ता प्रथम श्रेणी, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)

केस नं0 : 10/T/2022

तारीख पेशी : 22-07-2022

श्री जगदीश चन्द पुत्र रसीला राम, निवासी महाल मकड़, डाकघर बलाहरा, मौजा घुठियालता, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)।

बनाम

आम जनता

उनवान मुकद्दमा.— नाम दुरुस्ती।

श्री जगदीश चन्द पुत्र रसीला राम, निवासी महाल मकड़, डाकघर बलाहरा, मौजा घुठियालता, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0) ने स्वयं उपस्थित होकर प्रार्थना-पत्र नाम दुरुस्ती प्रस्तुत किया कि उसका नाम पटवार वृत्त घुठियालता-II के राजस्व महाल मकड़ के अभिलेख में गलती से गुजर सिंह पुत्र रसीला राम दर्ज हो गया है जबकि आधार कार्ड, परिवार रजिस्टर नकल, राशन कार्ड, पैन कार्ड व अन्य कागजातों में उसका नाम जगदीश चन्द पुत्र रसीला राम दर्ज है, जोकि उसका सही नाम है। दो अलग-अलग नाम हो जाने के कारण प्रार्थी को दिक्कतों का सामना करना पड़ रहा है। अतः प्रार्थी का आग्रह है कि उपरोक्त वर्णित महालात के राजस्व अभिलेख में उसका नाम गुजर सिंह उपनाम जगदीश चन्द पुत्र रसीला राम दर्ज किया जाये।

अतः सर्वसाधारण को सुनवाई हेतु बजरिया इश्तहार व मुस्त्री मुनादी द्वारा सूचित किया जाता है कि इस नाम दुरुस्ती के सम्बन्ध में किसी प्रकार का उजर/एतराज हो तो वह दिनांक 22-07-2022 को असालतन व वकालतन पेश होकर अपना एतराज दर्ज करवा सकता है। उसके उपरान्त कोई भी उजर/एतराज जेरे समायत न होगा तथा प्रार्थी श्री जगदीश चन्द पुत्र रसीला राम, निवासी महाल मकड़, मौजा घुठियालता, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0) का नाम राजस्व मुहाल मकड़ के अभिलेख में गुजर सिंह उपनाम जगदीश चन्द पुत्र रसीला राम दर्ज करने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 21-06-2022 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता प्रथम श्रेणी,
तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी एवं तहसीलदार, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)

केस नं0 : 11/T/2022/MISC

तारीख पेशी : 22-07-2022

श्री शशी राणा पुत्र बलवन्त सिंह, निवासी गांव मरयारी, डाकघर गलोटी, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)।

बनाम

आम जनता

उनवान मुकद्दमा.—हि0 प्र0 शादी पंजीकरण अधिनियम, 1996 की धारा 8(4) के तहत शादी का पंजीकरण हेतु।

प्रार्थी श्री शशी राणा पुत्र बलवन्त सिंह, निवासी गांव मरयारी, डाकघर गलोटी, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0) ने स्वयं उपस्थित होकर प्रार्थना-पत्र प्रस्तुत किया है कि उसकी शादी दिनांक 20-10-2020 को हुई है। श्री शशी राणा पुत्र बलवन्त सिंह, निवासी महाल मरयारी की शादी शशी कुमारी सुपुत्री श्री झबेर, निवासी महाल टी. एम. क्यू. 22 एयर फोर्स स्टेशन चण्डीगढ़, हाऊस नं0 739 प्रीत कॉलोनी जीरकपुर, तहसील डेरा बस्सी, जिला मोहाली के साथ हुई थी, परन्तु कानून की जानकारी न होने के कारण शादी का पंजीकरण न हो सका है। अतः शादी का पंजीकरण ग्राम पंचायत पीहड़ी के अभिलेख में दर्ज किया जाए।

अतः सर्वसाधारण को सुनवाई हेतु बजरिया इश्तहार अखबारी/राजपत्र हि0 प्र0 व मुश्त्री मुनादी द्वारा सूचित किया जाता है कि इस सम्बन्ध में किसी प्रकार का उजर/एतराज हो तो वह दिनांक 22-07-2022 को असालतन या वकालतन पेश होकर अपना एतराज दर्ज करवा सकता है। उसके उपरान्त कोई भी उजर/एतराज जेरे समायत न होगा तथा श्री शशी राणा पुत्र बलवन्त सिंह, निवासी महाल मरयारी की शादी शशी कुमारी सुपुत्री श्री झबेर, निवासी मुहाल टी. एम. क्यू. 22 एयर फोर्स स्टेशन चण्डीगढ़ हाऊस नं0 739 प्रीत कॉलोनी जीरकपुर की शादी का पंजीकरण ग्राम पंचायत पीहड़ी के अभिलेख में दर्ज करने के आदेश पारित कर दिए जाएंगे।

आज दिनांक 21-06-2022 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—

कार्यकारी दण्डाधिकारी एवं तहसीलदार,
तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)।

ब अदालत सहायक समाहर्ता प्रथम श्रेणी, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)

केस नं0 : 13/T/2022

तारीख पेशी : 23-07-2022

श्री देश राज पुत्र रतन चन्द, निवासी महाल शिवपुर, मौजा घुठियालता, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)।

बनाम

आम जनता

उनवान मुकद्दमा.— नाम दुरुस्ती।

प्रार्थी श्री देश राज पुत्र रतन चन्द, निवासी महाल शिवपुर, मौजा घुठियालता, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0) ने स्वयं उपस्थित होकर प्रार्थना-पत्र नाम दुरुस्ती प्रस्तुत किया कि पटवार वृत्त शिवपुर के राजस्व महाल शिवपुर मौजा घुठियालता, तहसील खुण्डियां के अभिलेख में मेरे पिता का नाम गलती से रतन चन्द की जगह रतो दर्ज हो गया है जबकि कागजातों में मेरे पिता का नाम रतन चन्द दर्ज था। जोकि उनका सही नाम था। दो अलग-अलग नाम हो जाने के कारण प्रार्थी को दिक्कतों का सामना करना पड़ रहा है।

अतः प्रार्थी का आग्रह है कि उपरोक्त वर्णित महाल के राजस्व अभिलेख में उसके पिता का नाम रतो उपनाम रतन चन्द दर्ज किया जाये।

अतः सर्वसाधारण को सुनवाई हेतु बजरिया इशतहार व मुस्त्री मुनादी द्वारा सूचित किया जाता है कि इस नाम दुरुस्ती के सम्बन्ध में किसी प्रकार का उजर/एतराज हो तो वह दिनांक 23-07-2022 को असालतन व वकालतन पेश होकर अपना एतराज दर्ज करवा सकता है। उसके उपरान्त कोई भी उजर/एतराज जेरे समायत न होगा तथा प्रार्थी के पिता नाम राजस्व महाल शिवपुर, मौजा घुठियालता, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0) के अभिलेख में रतो उपनाम रतन चन्द दर्ज करने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 23-06-2022 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता प्रथम श्रेणी,
तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)।

ब अदालत कुलतार सिंह, कार्यकारी दण्डाधिकारी थुरल, जिला कांगड़ा (हि0 प्र0)

मुकद्दमा नं0 : 15/2022

किस्म प्रकरण : जन्म पंजीकरण

तारीख पेशी : 26-07-2022

श्रीमती रमा राणा पुत्री श्री पूर्ण चन्द, निवासी गांव व डाकघर मूण्डी, तहसील थुरल, ग्राम पंचायत मूण्डी, जिला कांगड़ा (हि0 प्र0) प्रार्थिया।

बनाम

आम जनता

प्रतिवादी।

विषय.—जन्म व मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत जन्म पंजीकरण हेतु प्रार्थना-पत्र।

श्रीमती रमा राणा पुत्री श्री पूर्ण चन्द, निवासी गांव व डाकघर मूण्डी, तहसील थुरल, ग्राम पंचायत मूण्डी, जिला कांगड़ा, हि0 प्र0 ने इस अदालत में असालतन हाजिर होकर प्रार्थना-पत्र मय ब्यान हल्फी पेश करते हुए आवेदन किया है कि उसका जन्म दिनांक 11-12-1971 को गांव व डाकघर मूण्डी, तहसील थुरल, ग्राम पंचायत मूण्डी, जिला कांगड़ा में हुआ है। परन्तु अज्ञानतावश उसके जन्म का पंजीकरण स्थानीय ग्राम पंचायत अभिलेख में दर्ज न करवाया गया है। अतः प्रार्थिया इस न्यायालय के माध्यम से अपने जन्म पंजीकरण करने का आदेश ग्राम पंचायत मूण्डी को जारी करवाना चाहती है।

अतः प्रार्थिया का आवेदन स्वीकार करते हुए, इस इशतहार मुस्त्री-मुनादी द्वारा आम जनता को सूचित किया जाता है कि यदि किसी व्यक्ति या संस्था को उपरोक्त की जन्म तिथि 11-12-1971 के पंजीकरण बारे कोई उजर एवं एतराज हो तो वह असालतन या वकालतन तारीख पेशी 26-07-2022 को हाजिर अदालत होकर अपना उजर व एतराज पेश कर सकता है। बाद तारीख पेशी किसी किस्म का उजर एवं एतराज नहीं सुना जावेगा व उपरोक्त श्रीमती रमा राणा पुत्री श्री पूर्ण चन्द की जन्म तिथि को पंजीकृत करने के आदेश उप-स्थानीय पंजीकार जन्म व मृत्यु, ग्राम पंचायत मूण्डी को पारित कर दिया जाएगा।

यह इशतहार मेरे हस्ताक्षर व मोहर अदालत से आज दिनांक 23-06-2022 को जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
थुरल, जिला कांगड़ा (हि0 प्र0)।

**ब अदालत नायब-तहसीलदार एवं कार्यकारी दण्डाधिकारी, तहसील पालमपुर,
जिला कांगड़ा (हि0 प्र0)**

किस्म मुकद्दमा : जन्म एवं मृत्यु पंजीकरण

तारीख पेशी : 28-07-2022

श्री महेश दास पुत्र स्व0 श्री भवानी दास, निवासी आईमा, तहसील पालमपुर, जिला कांगड़ा, हि0 प्र0

बनाम

आम जनता

प्रार्थना-पत्र अधिनियम धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

प्रार्थी श्री महेश दास पुत्र स्व0 श्री भवानी दास, निवासी आईमा, तहसील पालमपुर, जिला कांगड़ा, हि0 प्र0 ने इस कार्यालय में प्रार्थना-पत्र पेश किया है कि उसके पिता श्री भवानी दास की मृत्यु आईमा में दिनांक 15-02-2001 को हो गई है लेकिन नगर निगम पालमपुर के अभिलेख में दर्ज न है।

अतः इस इशतहार द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि इस बारे किसी व्यक्ति को कोई उजर या एतराज हो तो वह दिनांक 28-07-2022 को अधोहस्ताक्षरी की अदालत में प्रातः 11.00 बजे हाजिर होकर अपनी आपत्ति दर्ज करवा सकता है। बाद गुजरने मियाद कोई भी उजर या एतराज काबिले समायत न होगा तथा भवानी दास की मृत्यु पंजीकरण के आदेश नगर निगम पालमपुर को पारित कर दिये जायेंगे।

आज दिनांक 16-06-2022 को हमारे हस्ताक्षर व मोहर सहित जारी हुआ।

मोहर।

हस्ताक्षरित /—
सहायक समाहर्ता द्वितीय श्रेणी,
पालमपुर, जिला कांगड़ा (हि0 प्र0)।

**ब अदालत नायब तहसीलदार एवं सहायक समाहर्ता, द्वितीय श्रेणी, पालमपुर, जिला कांगड़ा
(हि0 प्र0)**

मुकद्दमा नं0 : 08/NT/2022

किस्म मुकद्दमा : नाम दुरुस्ती

तारीख पेशी : 12-08-2022

कुलदीप चन्द पुत्र रुमी पुत्र मौजी, निवासी महाल ननाहर, तहसील पालमपुर, जिला कांगड़ा, हि0 प्र0

बनाम

आम जनता

विषय.— नाम की दुरुस्ती करवाने बारे।

प्रार्थी कुलदीप चन्द पुत्र रुमी पुत्र मौजी, निवासी महाल ननाहर, तहसील पालमपुर, जिला कांगड़ा, हि0 प्र0 ने इस अदालत में प्रार्थना-पत्र मय ब्यान हल्फी द्वारा सूचित किया है कि उसका असल नाम कुलदीप चन्द है परन्तु राजस्व अभिलेख महाल ननाहर व रमचेहड़ में काकू राम दर्ज है, जोकि गलत है। अब उसके नाम की दुरुस्ती करने उपरान्त सही नाम दर्ज कागजात माल किया जाए।

अतः इस इशतहार द्वारा आम जनता को सूचित किया जाता है कि उपरोक्त नाम की दुरुस्ती बारे किसी को कोई एतराज हो तो वह दिनांक 12-08-2022 को असालतन या वकालतन इस कार्यालय में हाजिर होकर उजर पेश कर सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाएगी।

आज दिनांक 08-06-2022 को हमारे हस्ताक्षर व मोहर सहित जारी किया गया।

मोहर।

हस्ताक्षरित /—
सहायक समाहर्ता द्वितीय श्रेणी,
पालमपुर, जिला कांगड़ा (हि0 प्र0)।

ब अदालत नायब-तहसीलदार एवं कार्यकारी दण्डाधिकारी, तहसील पालमपुर,
जिला कांगड़ा, (हि0 प्र0)

किस्म मुकद्दमा : जन्म एवं मृत्यु पंजीकरण

तारीख पेशी : 12-08-2022

श्रीमती नीलम कश्यप पत्नी श्री नरिन्द्र पाल कश्यप, निवासी कश्यप विला नजदीक सुषमा अस्पताल लोहना (वार्ड नं0 1) तहसील पालमपुर, जिला कांगड़ा, हि0 प्र0।

बनाम

आम जनता

प्रार्थना-पत्र अधिनियम धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

श्रीमती नीलम कश्यप पत्नी श्री नरिन्द्र पाल कश्यप, निवासी कश्यप विला नजदीक सुषमा अस्पताल लोहना (वार्ड नं0 1) तहसील पालमपुर, जिला कांगड़ा, हि0 प्र0 ने इस कार्यालय में प्रार्थना-पत्र पेश किया है कि उसकी पुत्री का जन्म कश्यप विला नजदीक सुषमा अस्पताल लोहना में दिनांक 08-06-1977 को हुआ है लेकिन नगर निगम पालमपुर के अभिलेख में दर्ज न है।

अतः इस इशतहार द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि इस बारे किसी व्यक्ति को कोई उजर या एतराज हो तो वह दिनांक 12-08-2022 को अधोहस्ताक्षरी की अदालत में प्रातः 11.00 बजे हाजिर होकर अपनी आपत्ति दर्ज करवा सकता है। बाद गुजरने मियाद कोई भी उजर या एतराज काबिले समायत न होगा तथा नितिका कश्यप के जन्म पंजीकरण के आदेश नगर निगम पालमपुर को पारित कर दिये जायेंगे।

आज दिनांक 08-06-2022 को हमारे हस्ताक्षर व मोहर सहित जारी हुआ।

मोहर।

हस्ताक्षरित /—
सहायक समाहर्ता द्वितीय श्रेणी,
पालमपुर, जिला कांगड़ा (हि0 प्र0)।

**ब अदालत डॉ0 आशीष शर्मा, हि0 प्र0 से0, विवाह पंजीकरण अधिकारी, धीरा, उप-मण्डल धीरा,
जिला कांगड़ा (हि0 प्र0)**

1. सुरेश कुमार आयु 45 वर्ष पुत्र प्रभु राम, निवासी गांव सुनखर, डाकघर रंझू, तहसील धीरा, जिला कांगड़ा, हि0 प्र0।

2. सविता कुमारी आयु 33 वर्ष पुत्री करतार चन्द, निवासी गांव व डाकघर जलोटा, तहसील नगरोटा बगवां, जिला कांगड़ा, हि0 प्र0। प्रार्थीगण।

बनाम

आम जनता

प्रतिवादी।

आम जनता को सूचित किया जाता है कि प्रार्थीगण एक व दो ने इस न्यायालय में विवाह पंजीकरण करवाने का आवेदन किया है। अतः इस इशतहार द्वारा आम जनता व उपरोक्त आवेदनकर्ता के माता-पिता को इस विवाह पंजीकरण बारे एतराज हो तो वह दिनांक 22-07-2022 या इससे पूर्व प्रातः 10.00 बजे इस न्यायालय में आपत्ति दर्ज करवा सकते हैं। इस तिथि के बाद कोई उजर स्वीकार नहीं किया जायेगा।

आज दिनांक 20-06-2022 को मेरे हस्ताक्षर एवं मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—

विवाह पंजीकरण अधिकारी,
धीरा, उप-मण्डल धीरा, जिला कांगड़ा (हि0 प्र0)।

In the Court of Executive Magistrate, Tehsil Ghanari, District Una, Himachal Pradesh

In the matter of :

Smt. Rita daughter of Ex No. 6307798-Y Rank, L/Hav. Name Parshotam Dass r/o Village Dangoh Khurd, P.O, Pirthipur, Tehsil Ghanari, Distt. Una (H.P.)

Applicants.

Versus

General Public

Subject.—Correction of spelling of name.

Smt. Rita daughter of Ex. No. 6307798-Y, Rank L/Hav. Name Parshotam Dass, r/o Village Dangoh Khurd, P.O. Pirthipur, Tehsil Ghanari, District Una (H.P.) has preferred an application to the undersigned for correction of name in records of Army documents mistakenly published spelling of name be corrected as Reeta Devi instead of Rita at above address in the record of Army documents.

Therefore, through this proclamation the General Public is hereby informed that any person having any objection for entry of spelling of Name mentioned above, may submit his objection in writing in this court within 30 (Thirty) days from the date of Publication of this notice in official Gazette. No objection while be entertained after prescribed period & application will be decided accordingly.

Given under my hand and seal of the court on this 22nd day of June 2022.

Seal.

Sd/-
Executive Magistrate,
Tehsil Ghanari, District Una,
Himachal Pradesh.

नाम शुद्धिकरण

मैं, एक्स नम्बर 6307798—Y रैंक, एक्स लांस/हवलदार परशोतम दास, निवासी खुर्द डंगोह, डाकघर पिरथीपुर, तहसील घनारी, जिला ऊना (हि0प्र0) आर्मी सर्विस रिकार्ड में गलती से दर्ज मेरी बेटी का नाम Rita के स्थान पर Reeta Devi ठीक किया जाए।

परशोतम दास,
निवासी खुर्द डंगोह, डाकघर पिरथीपुर,
तहसील घनारी, जिला ऊना, हिमाचल प्रदेश।